

The Gazette



of India

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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 16th April, 1963.

Issue No.	No. and Date	Issued by	Subject
71	S.O. 1148, dated 16th April, 1963.	Ministry of Information & Broadcasting.	Approval of films specified therein.
	S.O. 1149, dated 16th April, 1963.	Ditto.	Approval of film specified therein.
72	S.O. 1150, dated 16th April, 1963.	Election Commission, India	List of Contesting Candidates

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 16th April 1963

S.O. 1159.—In exercise of the powers conferred by sub-section (1) of Section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Gujarat, hereby nominates Shri

M. G. Shah, I.A.S., as the Chief Electoral Officer for the State of Gujarat with effect from the afternoon of the 8th April, 1963, and until further orders *vice* Shri P. N. Ambegaonkar.

[No. 154/3/63.]

By order,

PRAKASH NARAIN, Secy

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 11th April, 1963.

S.O. 1160.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment to certain Class I and Class II posts in the National Savings Organisation under the Ministry of Finance (Department of Economic Affairs), namely:—

1. Short title and commencement.—(1) These rules may be called the National Savings Organisation (Class I and Class II posts) Recruitment Rules, 1963.

(2) These rules shall come into force at once.

2. Application.—These rules shall apply to Class I (Gazetted) and Class II (Gazetted and Non-Gazetted) posts in the National Savings Organisation as specified in column 1 of the Schedule annexed hereto.

3. Number, classification and scale of pay.—The number of posts, classification of the said posts and the scale of pay attached to them shall be as specified in columns 2 to 4 of the said Schedule.

4. Method of recruitment, age limit and other qualifications.—The method of recruitment, age limit, qualifications and other matters relating thereto shall be as specified in columns 5 to 12 of the Schedule.

Provided that the upper age limit prescribed for direct recruitment in column 6 of the said Schedule may be relaxed in the case of persons belonging to the Scheduled Castes, the Scheduled Tribes or displaced persons and other special categories of persons in accordance with the general orders issued from time to time by the Government of India.

5. Probation.—All persons appointed to the posts specified in column 1 of the aforesaid Schedule shall be on probation for a period of two years;

Provided that the provisions of this rule shall not apply to persons appointed to the said posts on deputation.

6. Disqualification.—(a) No person who has more than one wife living or who having a spouse living marries in any case in which such marriage is void by reason of its having taken place during the life time of such spouse, shall be eligible for appointment to service; and

(b) no woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to service;

Provided that the Government of India may, if it is satisfied that there are grounds for so ordering, exempt any person from the operation of this rule.

SCH 2

Recruitment Rules for Class I and Class II posts in the National

Name of post	No. of posts	Classification	Scale of pay	Whether selection or non-selection post	Age limit for direct recruits	Educational and other qualifications required for direct recruitment
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1	2	3	4	5	6	7
1. National Savings Commissioner.	1	Class I Gazetted.	Rs. 1600-1800.	Selection	Between 35 & 52 years.	<p><i>Essential:</i></p> <p>(i) Degree of recognised University.</p> <p>(ii) About 10 years experience in controlling large commercial or Government Organisation and/or experience of public relations work and sales organisation</p> <p><i>Desirable:</i></p> <p>(i) Degree in Law.</p> <p>(ii) Experience in Banking and/or Insurance.</p> <p>(iii) Experience of publicity work.</p>
2. Joint National Savings Commissioner.	1 } 2 }	Do.	Rs. 1300-1600.	Do.	Do.	As for National Savings Commissioner except that under essential qualifications, (ii) only 7 years experience will be required.
3. Zonal Commissioner.						
4. Deputy National Savings Commissioner.	1	Do.	Rs. 1100-1400.	Do.	Do.	As for National Savings Commissioner except that under essential qualification (ii) only 5 years experience will be required.

DULE

Savings Organisation in Ministry of Finance.

Whether age & educational qualifications prescribed for the direct recruits will apply in the case of promotees	Method of recruitment whether by direct recruitment or by promotion or transfer & percentage of the vacancies to be filled by various methods	In case of recruitment by promotion/transfer, grades from which promotion/transfer to be made	If a Departmental Promotion Committee exists what is its composition	Circumstances in which Union Public Service Commission is to be consulted in making recruitment
8	9	10	11	12
Not applicable.	Transfer/deputation, falling which by direct recruitment.	<p><i>Transfer/deputation :</i></p> <p>(i) Indian Administrative Service, Indian Audit and Accounts Service or Central Secretariat Service.</p> <p>(ii) Senior Officers of the Life Insurance Corporation.</p>	Not applicable.	As required under the rules.
No	By promotion/deputation or transfer falling which by direct recruitment, the Commission to be consulted on each occasion when a vacancy arises.	<p><i>Promotion :</i></p> <p>Deputy National Savings Commissioner.</p> <p><i>Transfer/Deputation :</i></p> <p>Indian Administrative Service, Indian Audit and Accounts Service or Central Secretariat Service.</p>	Class I Departmental Promotion Committee.	Do.
No	Do.	<p><i>Promotion :</i></p> <p>Regional Director, National Savings (Class I Senior),</p> <p><i>Transfer/Deputation :</i></p> <p>Indian Administrative Service, Indian Audit and Accounts Service or Central Secretariat Service or Officer of suitable seniority from State Services.</p>	Do.	Do.

1	2	3	4	5	6	7
			Rs.			
5. Regional Director National Savings (Government of India) (Class I Senior)	6	Class I Gazetted.	700—40— 1100— 50/2—1250	Selection	Between 25 and 40 years	<p><i>Essential:</i></p> <p>(i) Degree of a recognised university.</p> <p>(ii) About 4 years experience of Public relations work or experience in a responsible capacity in a large commercial or Government organisation.</p> <p>(iii) Knowledge of the principal language of the area where the officer is to work.</p> <p><i>Desirable:</i></p> <p>(i) Degree in Law.</p> <p>(ii) Experience in Banking and/or Insurance.</p> <p>(iii) Experience of publicity work.</p>
6. Secretary	1	Do.	740—30— 830—35— 900	Do.	Do.	<p><i>Essential:</i></p> <p>(i) Degree of a recognised University.</p> <p>(ii) Administrative experience for about 3 years in Government or commercial organisation of repute.</p> <p><i>Desirable:</i></p> <p>Degree in law.</p>
7. Regional Director, National Savings (Government of India) (Class I Junior)	10	Do.	400—400— —450— 30—600— —35—670 —EB— 35—950.	Do	Do.	<p>As against Regional Director National Savings (Senior) except that the period of experience under essential qualification.</p> <p>(i) will be 2 years</p>
8. Deputy Regional Director, National Savings. (Class II) (Government of India).	7	Class II Gazetted Non-Ministerial	350—25— —500—30 590—EB —30—800	Do.	Do.	<p><i>Essential:</i></p> <p>(i) Degree of a recognised University.</p> <p>(ii) Experience of public relations work or experience in a responsible capacity in Government or commercial organisation of repute.</p> <p>(iii) Knowledge of the principal language of the area where the officer is to work.</p>

8	9	10	11	12
No	Promotion or transfer/ deputation failing which by direct recruitment.	<p><i>Promotion:</i></p> <p>(i) Regional Director, National Savings (Class I Junior) with at least 6 years total service in Class I and Class II.</p> <p>(ii) Secretary, National Savings Commissioner's Headquarters Office, if considered specially suitable for field duties. <i>Transfer/Deputation:</i> Indian Administrative Service, Indian Audit and Accounts Service or Central Secretariat Service or Officers of suitable seniority from States.</p>	Class I Departmental Promotion Committee.	As required under the rules.
	<p><i>Promotion:</i> Failing which by transfer and failing both by direct recruitment.</p>	<p><i>Promotion:</i></p> <p>(i) Non-gazetted Superintendent in National Savings Commissioner's Headquarters Office.</p> <p>(ii) Deputy Regional Director, National Savings. <i>Transfer/Deputation:</i> Central Secretariat Service.</p>	Do.	Do.
No	50% by promotion, 50% by direct recruitment including transfer/deputation.	<p><i>Promotion:</i> Deputy Regional Director, National Savings, <i>Transfer/Deputation</i> (i) Central Secretariat Service or (ii) Officers of suitable seniority from States.</p>	Do.	Do.
No	By promotion	<p><i>Promotion:</i></p> <p>(i) Assistant Regional Director, National Savings.</p> <p>(ii) Superintendents in National Savings Commissioner's Headquarters Office.</p>	Class II Departmental Promotion Committee.	Do.

1	2	3	4	5	6	7
9. Super- intendent, Office of of the National Savings Commis- sioner.	3	Class II Non- gazetted Minis- terial.	450-25— 575.	Selection	Not ap- plicable.	Not applicable.

NOTE:—For purposes of application of the percentages shown under column (9) against Junior and Senior scales of Regional Director, National Savings will be lumped together.

8	9	10	11	12
No	Promotion failing which by transfer.	Promotion : Assistants and Assistant Regional Director National Savings in the Headquarters Office of the National Savings Commissioner.	Class I Departmental Promotion Committee	As required under the rules
		Transfer/Deputation : From Departments of Government of India.		

the post of Regional Director, National Savings (Junior), the total number of posts in the

[No. F. 16(18)-NS/59.]

LAKSHMI NARAIN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 20th April, 1963

S.O. 1161—Statement of the Affairs of the Reserve Bank of India, as on the 12th April, 1963

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	8,20,60,000
Reserve Fund	80,00,00,000	Rupee Coin	2,00,000
National Agricultural Credit (Long Term Operations) Fund	61,00,00,000	Small Coin	2,75,000
National Agricultural Credit (Stabilisation) Fund	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
Deposits :—		(a) Loans and Advances to :—	
(a) Government		(i) State Governments	27,14,51,000
(i) Central Government	94,02,09,000	(ii) State Co-operative Banks	8,93,99,000
(ii) State Governments	4,73,61,000	(iii) Central Land Mortgage Banks . . . . .	..
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures	2,84,88,000
(i) Scheduled Banks	85,90,03,000	National Agricultural Credit (Stabilisation) Fund	
(ii) State Co-operative Banks	2,73,68,000	Loans and Advances to State Co-operative Banks . . . . .	..
(iii) Other Banks	2,37,000	Bills Purchased and Discounted :—	
(c) Others	168,72,25,000	(a) Internal . . . . .	..
Bills Payable	28,37,17,000	(b) External . . . . .	..
Other Liabilities	66,40,43,000	(c) Government Treasury Bills	94,05,89,000
Rupees	603,91,68,000	Balances Held Abroad*	9,05,93,000
		Loans and Advances to Governments**	52,90,88,000
		Loans and Advances to :—	
		(i) Scheduled Banks†	47,80,70,000
		(ii) State Co-operative Banks‡	114,76,65,000
		(iii) Others	2,00,40,000
		Investments	200,16,87,000
		Other Assets	35,95,63,000
		Rupees	603,91,68,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 40,96,50,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 17th day of April, 1963.

An Account pursuant to the Reserve Bank of India Act, 1934, for the work ended the 12th day of April, 1963

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	8,20,60,000		Gold Coin and Bullion:—		
			(a) Held in India	117,76,10,000	
Notes in circulation	2328,22,56,000		(b) Held outside India	..	
Total Notes issued		2336,43,16,000	Foreign Securities	105,08,43,000	
			TOTAL		222,84,53,000
			Rupee Coin		117,16,48,000
			Government of India Rupee Securities		1996,42,15,000
			Internal Bills of Exchange and other commercial paper	..	
TOTAL LIABILITIES		2336,43,16,000	TOTAL ASSETS		2336,43,16,000

Dated the 17th day of April, 1963.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/63.]
A. BAKSI, Jt. Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, PATNA

TRADE NOTICE

Patna, the 30th March 1963

SUBJECT:—Central Excise—“Audit Type of Control” in place of Physical Control—Removal of Goods under Gate Passes without Countersignature of proper Officer under Rule 52B of the Central Excise Rules, 1944—Certain Modification of Instructions.

S.O. 1162.—A reference is invited to this office Trade Notice No. 58/49-MP/62, dated the 26th October, 1962.

2. In para 1 of the special procedure accompanying the Trade Notice in annexures ‘A’, ‘B’ and ‘C’, the last sentence is to be substituted as under:—

“The procedure will be optional, any manufacturer desiring to avail of it shall apply in writing to the Collector of Central Excise concerned”.

[No. 22/9/MF/63.]

A. R. SHANMUGAM, Collector.

MINISTRY OF MINES AND FUEL

New Delhi, the 15th April 1963

S.O. 1163.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori P. S. Bermo in the district of Hazaribagh;

Whereas, Shri Ghanu Mahto, son of Hari Chamari, son of Motha, of village Dhori, P. S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority:

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1164.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P. S. Bermo in the district of Hazaribagh;

Whereas, Shri Jatla Chamar, son of Jodha Chamar of village Dhori, P.S. Bermo District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1165.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori P. S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Ganpat Chamar, son of Lakhia Chamar of village, Dhori, P.S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to them/under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.].

S.O. 1166.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori P. S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Ramdhani, Jethu Chamar and Birsa Chamar, sons of Chattu Chamar, of village Dhori, P. S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.].

S.O. 1167.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Kocha Chamar, son of Jodha Chamar, Hukum and Kunja Chamar, sons of Konka Chamar of village Dhori, P.S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.].

S.O. 1168.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing

Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Debendra Prasad Singh, son of Kaleshwar Pd. Singh, Raneshwar Prasad Singh, son of Krishan Singh of village Dhori, P.S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1169.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, Shri Tika Mahto, son of Mandil Mahto of village Dhori, P.S. Bermo, District Hazaribagh, interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1170.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, Shri Jhandu Mahto, son of Madhu Mahto of village Dhori, P.S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1171.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Degwa Mahto son of Jhabu Mahto, Dhanpat, Ganpat and Nandial sons of Puran Mahto of village Dhori, P.S. Bermo, District Hazaribagh,

the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1172.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Pahari Mahto son of Kanhu Mahto, Doman Mahto and Bhukhal Mahto sons of Akal Mahto of village Dhori, P.S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1173.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, Shri Chatardhari Mahto son of Jayaram Mahto, of village Dhori, P.S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1174.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, Shri Charka Chamar son of Jodha Chamar, of village Dhori, P. S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1175.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Bhukhala Chamar and Lengra sons of Somra, Smt. Mosmat Koshila wife of Chirana Chamar, of village Dhori, P. S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1176.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P. S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Banu Mahto and Ghanu Mahto sons of Harkhu Mahto, of village Dhori, P. S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1177.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, S/Shri Chamri, Gopi and Chattu, sons of Motha of village Dhori, P. S. Bermo, District Hazaribagh, the interested persons have under section 13 of the said Act, furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And, whereas, the amount of compensation payable to them under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1178.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P.S. Bermo in the district of Hazaribagh;

Whereas, Shri Kamal Mahto, son of Kani Mahto of village Dhori, P.S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

S.O. 1179.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. 1633 dated the 20th June, 1960 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 95.50 acres of land in village Dhori, P. S. Bermo in the district of Hazaribagh;

Whereas, Shri Chattu Mahto son of Chetan Mahto, of village Dhori, P. S. Bermo, District Hazaribagh, the interested person has under section 13 of the said Act, furnished his claims for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be fixed by agreement;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi and refers the dispute to the said Tribunal.

[No. C2-20(33)/62.]

B. ROY, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 18th April, 1963

S.O. 1180.—The following draft of the Drugs Amendment Rules, 1963, which the Central Government proposes to make, in exercise of the powers conferred by section 12 and 33 of the Drugs Act, 1940 (23 of 1940), after consultation with the Drugs Technical Advisory Board, is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th May, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Rules

1. These rules may be called the Drugs (Amendment) Rules, 1963.
2. In the Drugs Rules, 1945, in Schedule K, after item 13 and the entries relating thereto the following entries shall be inserted, namely:—
 - "14. Contraceptives: The provisions of the Chapter IV of the Act and Rules thereunder which require them to be covered, by a sales licence, subject to the following conditions:
 - (1) The premises where the contraceptives are supplied or stocked shall be open to inspection by an Inspector appointed under the Drugs Act who can, if necessary take samples for test; and
 - (2) the drugs shall be stored under proper storage conditions."

[No. F. 1-39/61-D.]

A. C. RAY, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

Department of Transport

(Transport Wing)

Ports.

New Delhi, the 19th April 1963

S.O. 1181.—In pursuance of rule 29 of the Vishakhapatnam Harbour Craft Rules, 1950, the Central Government hereby makes the following further amendments to the Regulations for the grant of Certificates of Competency to Masters and Syrangas of Mechanically propelled Craft plying in the Port of Vishakhapatnam published with the notification of the Government of India in the Ministry of Railways (Railway Board) No. S.R.O. 1558, dated the 30th June 1953, namely:—

In the said rules,

- (1) in rule 19, for the words "the last" the word "one" shall be substituted; and
- (2) in rule 22, the words "the last" shall be omitted.

[No. 13-PG(19)/62.]

M. V. NILAKANTA AYYAR, Under Secy.

MINISTRY OF WORKS, HOUSING & REHABILITATION

(Department of W. & H.)

New Delhi, the 16th April 1963

S.O. 1182.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column 1 of the table below, being gazetted officer of Government, to be estate officer for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their

respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2 of the said table.

THE TABLE

Designation of officers 1	Categories of public premises and local limits of jurisdiction 2
Estate Manager, Bombay.	A part of the property bearing survey No. 37 situated at Juhu near the Juhu Church within the jurisdictional limits of Greater Bombay.

[No. 40(1)/62-EEL.]

S. L. VASUDEVA, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 18th April, 1963.

S.O. 1183.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) the Central Government hereby appoints, for the State of Punjab, Shri K. C. Chauhan for the time being holding the post of Managing Officer in the Office of Custodian of Evacuee Property Jullundur, as Assistant Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act, with effect from the date he took over charge of his office.

[No. 7(11)ARG/62.]

S.O. 1184.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints for the State of Madhya Pradesh Shri Ram Nath Aggarwal, Managing Officer, in the Office of Regional Settlement Commissioner, Indore, as Managing Officer, for the custody, management and disposal of Compensation Pool with effect from the 29th January, 1963.

[No. 4(26) Admn. Prop./59.]

S.O. 1185.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) the Central Government hereby appoints for the State of Madhya Pradesh, Shri Ram Nath Aggarwal for the time being holding the post of Managing Officer, as Assistant Custodian for the purpose of discharging the duties assigned to the Custodian by or under the said Act, with effect from 29th January, 1963.

[No. 4(26) Admn. Prop./59.]

KANWAR BAHADUR,

Settlement Commissioner (A) and *Ex-Officio*,
Dy. Secy.

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 18th April, 1963.

S.O. 1186.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works Housing and Supply, Government of India, New Delhi.

SCHEDULE

Piece of land measuring 1.55 acres bearing khasra Nos. 8 min 9 min and 196 min, situated in Block 'A', Jhandewala Estate.

The above piece of land is bounded as follows:—

- NORTH : Nazul land khasra No. 8 min.
 SOUTH : Khasra No. 196/10 min Nazul land.
 EAST : Khasra No. 196/9 min.-9-8 Nazul land.
 WEST : Khasra No. 196/10 min. Nazul land.

[No. L. 2(29)62.]

New Delhi, the 23rd April 1963

S.O. 1187.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works, Housing and Supply, Government of India, New Delhi.

SCHEDULE

Piece of land measuring about 806 sq. yds. bearing khasra No. 202/15 min. situated in Jhandewala Estate.

The above piece of land is bounded as follows:—

- NORTH : Nazul land on khasra No. 202/15-min.
 SOUTH : Nazul land on khasra No. 202/15-min.
 EAST : Gali.
 WEST : Gali.

[No. L-2(32)56.]

R. K. VAISH, Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 15th April 1963

S.O. 1188.—In exercise of the powers conferred by sub-section (2) of section 33C of the Industrial Disputes Act, 1947 (14 of 1947), and in supersession of all existing notifications in this regard, the Central Government hereby specifies each of the Labour Courts mentioned in column 2 of the Table annexed hereto as the Labour Court which shall determine the amount at which any benefit referred to in that sub-section shall be computed in terms of money, in relation to workmen employed in any industry in the respective areas specified in column 3 of the said Table, in relation to which the Central Government is the appropriate Government.

THE TABLE

S. No.	Name of the Labour Court	Territorial jurisdiction
1	2	3
1.	Labour Court, Delhi, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O 782, dated the 1st April, 1959.	The States of Maharashtra and Rajasthan, and the Union territories of Delhi, Goa, Daman & Diu and Himachal Pradesh.

S. No.	Name of the Labour Court	Territorial jurisdiction
1	2	3
2.	Labour Court, Dhanbad, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 1954, dated the 30th July, 1960.	The States of Assam, Bihar, Orissa and West Bengal, and the Union territories of Manipur and Tripura.
3.	Labour Court, Bangalore, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 459, dated the 5th February 1963.	The State of Mysore.
4.	Labour Court, Bhopal, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 460, dated the 5th February, 1963.	The State of Madhya Pradesh.
5.	Labour Court, Hyderabad, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 456, dated the 5th February, 1963.	The State of Andhra Pradesh.
6.	Labour Court, Jullundur, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 458, dated the 5th February, 1963.	The State of Punjab.
7.	Labour Court, Lucknow, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 457, dated the 8th February, 1963.	The State of Uttar Pradesh.
8.	Labour Court, Madras, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 461, dated the 5th February, 1963.	The State of Madras.

S. No.	Name of the Labour Court	Territorial jurisdiction
1	2	3
9.	Labour Court, Quilon, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 1034, dated the 3rd April, 1962.	The State of Kerala.
10.	Labour Court, Ahmedabad, constituted under section 7 of the said Act, by the Notification of the Government of India, Ministry of Labour and Employment, No. S.O. 1721, dated the 17th July, 1961.	The State of Gujarat.

[No. F. 1/10/63-LR.I.]

New Delhi, the 17th April 1963

S.O. 1189.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to Messrs. Best Mineral (Private Limited), Giripeth, Nagpur, owners of Chargaon Group of Mines at Chargaon, Mansar and Mansar Talao and their workmen represented by the Samyukta Khadan Mazdoor Sangh, Branch Office, Gujri Chowk, Kamptee.

IN THE MATTER OF REFERENCE UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

PARTIES:

Messrs. Best Minerals (Private) Ltd., Giripeth, Nagpur, owners of Chargaon group of mines at Chargaon, Mansar and Mansar Talao

AND

Their workmen.

PRESENT:

Shri S. B. Kale.

APPEARANCES:

For the Employers: Shri P. B. Bisen, Agent & General Manager, M/s. Best Minerals (P) Ltd., Giripeth, Nagpur.

For the Workmen: Shri M. M. Deshkar, Branch Secretary, Samyukta Khadan Mazdoor Sangh Branch Office, Gujri Chowk, Kamptee (Nagpur).

STATE: Maharashtra.

INDUSTRY: Non-coal.

New Delhi, the 8th April 1963

AWARD

Messrs. Best Minerals (Private) Ltd., Giripeth, Nagpur, owners of Chargaon Group of Mines at Chargaon, Mansar and Mansar Talao (hereinafter referred to as the management) and the Samyukta Khadan Mazdoor Sangh Branch Office, Gujri Chowk, Kamptee (hereinafter referred to as the union) referred this dispute to the arbitration of the undersigned by a written agreement in pursuance of the provisions of sub-section (3) of Section 10A of the Industrial Disputes Act, 1947. The Central Government in the Ministry of Labour & Employment published the said arbitration agreement in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 19th January 1963.

2. The terms of reference of the dispute in arbitration as incorporated in the said agreement are as under:—

"Whether the dismissal of the workers mentioned below is justified, if not to what relief are they entitled to?

- (1) Sri Prabhakar Narayan of Mansar mine dismissed on 5th October 1962.
- (2) Sri Raghunandan Pardesi of Chargaon mine dismissed on 5th October 1962.
- (3) Sri Khorbhara Chamru of Mansar mine dismissed on 5th October 1962.
- (4) Sri Kallu Pyarelal of Mansar Talao mine dismissed on 15th September 1962.
- (5) Sri Jahani Firtu of Mansar Talao mine dismissed on 16th September 1962.
- (6) Sri Fattu Kashiram of Mansar Talao mine dismissed on 2nd October 1962."

3. The management and the union were requested on 4th February 1963 to file a statement of their respective cases in writing but none of them furnished a statement except for copies of charge-sheets, enquiry reports and orders of dismissal submitted by the management and copies of letters requesting for postponement of the enquiries submitted by the union at the time of hearing.

4. Shri M. M. Deshkar, appearing on behalf of the workmen argued that the charges levelled against the six workmen were not correct, that these workmen were not given proper opportunity to defend themselves in so far as they could not produce witnesses on their behalf, that the charges against these six workmen were purposely levelled with a view to victimise them. Shri Prabhakar Narayan and Shri Raghunandan Pardesi were General Secretary and President respectively of the union's branch at Chargaon and the remaining four workmen were its active members. The charges against the first four workmen viz Sarvashri Prabhakar Narayan, Khorbhara Chamru, Kallu Pyarelal and Jahani Firtu were similar and refer to the same incidents but the enquiry into the charges was held separately on different dates. The venue of the enquiry was the branch office of the company which was inconvenient to the workmen and that the enquiries were purposely fixed on working days during working hours. Under these circumstances, Shri Deshkar argued that the dismissal of these four workmen on various charges and the other two workmen viz. Sarvashri Raghunandan Pardesi and Fattu Kashiram for habitual absence, should be set aside and the management be directed to reinstate all the six workmen with full back wages.

5. Shri Bisen, appearing on behalf of the management maintained that these workmen were discharged after proper enquiry and after the charges levelled against them were proved fully. The question of victimisation for trade union work, according to him, did not arise at all as the management at no stage was aware that these men were either office-bearers or active members of the union. He contended that in fact at no stage, the union had kept the management informed of the setting up of this branch in their mines nor the names of office-bearers were communicated to them at any stage and if the union was existing in their mines, it was possibly dormant and therefore they might not have come to know of its existence. The union had also not furnished to the management any list of 'protected workmen' as provided for in the Industrial Disputes Act, 1947. He produced the original enquiry reports along with copies of charge-sheets and dismissal orders pertaining to these six workmen. These were examined and during this examination, Shri Deshkar representing the union and Shri Bisen representing the management were permitted to put questions to each other and elicit information.

6. The position with regard to the dismissal of these six workmen as it emerged from the examination of documents referred to above and the oral examination of the representatives of the management and the union, is given below:

(1) The branch of the Samyukta Khadan Mazdoor Sangh was set up in the Chargaon mines sometime in February 1962 and that Shri Prabhakar Narayan and Shri Raghunandan Pardesi were elected as General Secretary and President respectively. The union had a small membership and therefore it was possible that the management might not have taken any notice of the election of these office-bearers who were mostly illiterate workmen unable to sign their own names (as was evident from the thumb-impressions in the Minutes Book produced by the union before me).

(2) The union had not written to the management with regard to the setting up of this branch union at Chargaon or of the election of its office-bearers. The union's contention was that it was not incumbent on them to do so.

(3) As regards holding of separate enquiries in respect of these six workmen, the management's contention was that show cause notices, etc. were issued separately to these workmen as the charges in all these six cases were not similar. In any case, they stated, it was not necessary for them to hold a joint enquiry and in fact the explanations given by the workers were also furnished separately. The venue of the enquiries was the branch office of the company which was adjacent to the mines and the enquiries had to be held by them there as the records, etc. were maintained there.

(4) *Case of Shri Prabhakar Narayan*:—He was issued the first show-cause notice on 4th August 1962, as to why his services should not be terminated for misconduct on account of his throwing excavated earth on working places on 3rd August 1962 and instigating other workers to do the same and for adopting a threatening attitude. Due to his action, all other workers indulged in throwing excavated earth throughout the whole day (3rd August 1962). In this show-cause notice, reference was also made to some of the enquiries which were already pending against him. He was asked to give his reply within 3 days from the date of receipt of the show-cause notice. This charge was denied in writing by Shri Prabhakar Narayan on 18th August 1962. In his letter, he stated that the charge was false and that all the arguments on that day i.e. 3rd August 1962 related only to the change in wage rates for certain categories of work. Yet another show-cause notice was issued to him on 14th August 1962 in which the charges levelled against him were: (1) that on 8th August 1962 he along with other 4 workers surrounded the Manager of Mansar Talao mines in front of the Chargaon Mines office and threatened to beat him in case the wage rate for certain categories of work was not increased, (2) that on 10th August 1962 he along with other 5 workers repeatedly incited the other workers of Mansar Talao mines and prevented them from doing their work upto 11.15 A.M. that day and again on the very day, after the rest interval he along with the same 5 workers referred to above, collected another 11 workers and all of them together spent their time moving here and there in the mines without doing any work, and (3) that he absented frequently from work without taking any leave and this was against the provisions of the Standing Orders of the company. He was asked to give his reply to the second show-cause notice within 3 days from the date of its receipt. He replied to the second show-cause notice on 20th August 1962 in which he denied the charge of surrounding the Manager as well as threatening to beat him. He also denied the second charge and stated that he stopped work at the instance of the Manager and had gone to obtain the management's decision with regard to wage rates. As regards his absence without leave, he stated that no details were mentioned in the show-cause notice. On 31st August 1962, the Agent of the mines issued to him a notice stating that the replies to the show-cause notices of 4th August 1962 and 14th August 1962 received from him were not satisfactory. As regards details of the days on which he was absent without leave, he was informed in this notice that his total absence from July 1961 to 14th August 1962 was 12 days. He was further informed by this notice that an enquiry will be held into the charges levelled against him in the two show-cause notices referred to above on 22nd September 1962 at 10 A.M. in the Chargaon mines office. He was also asked to produce witnesses, if any, at the time of the enquiry. To this, he replied on 7th September 1962 stating that the period of absence attributed to him was not reliable and that the date of enquiry was not suitable to him as it will not be possible for him to bring his witnesses as the enquiry was to be held during working hours and the company would not be compensating him and the witnesses for the time spent in the enquiry. He was intimated in writing on 8th September 1962 by the management that it would not be possible to adjourn the enquiry and that he should bring his witnesses at his own cost. The enquiry was held on 22nd September 1962 and 5 witnesses were examined for the management. According to the records maintained by the management, Shri Prabhakar Narayan was given an opportunity to cross-examine them and he did cross-examine 3 of the 5 witnesses. According to the statement of the union representative, however, Shri Prabhakar Narayan did attend the enquiry but did not cross-examine any of the witnesses. After the enquiry, an order holding him guilty of persistent misconduct under the company's Standing Orders (duly certified) was passed and accordingly orders dismissing Shri Prabhakar Narayan from service were issued on 5th October, 1962.

(5) *Case of Shri Khorbhara Chamru*:—Shri Khorbhara Chamru was first warned in writing on 4th August 1962 for the incident of 3rd August 1962 referred

to above in the case of Shri Prabhakar Narayan. He was also issued a show-cause notice on 13th August 1962 and the charges levelled against him related to (1) the incident of 8th August 1962 in which the Manager of Mansar Talao mine was surrounded and threatened, (2) the incident of 10th August 1962 when he along with 5 other workers, it was stated, incited other workers of Mansar Talao mine and prevented them from doing their work upto 11.15 A.M. that day, and again on the very day, after the rest interval, he along with the same 5 workers, it was alleged, collected another 11 workers and all of them together spent their time moving here and there in the mine without doing any work. The third charge was that he absented himself from duty for 14½ days during the period from March 1961 to 10th August 1962. He denied the charges levelled against him in writing. Thereupon, the management issued a notice intimating to him that the explanation given was not satisfactory and an enquiry will be held on 21st September 1962. Replying to the notice of enquiry, Shri Chamru informed the management in writing that the date of enquiry was not suitable to him as the enquiry was to be held during working hours and thus it would not be possible for him to produce any witnesses. He further informed the management that the entire workers of the mines were his witnesses. The enquiry was duly held on 21st September, 1962. Four witnesses were produced against him by the management and he was allowed to cross-examine them but, according to the management, he did not avail of the opportunity. After the enquiry, an order was passed on 5th October, 1962 dismissing Shri Khorbhara Chamru from service for mis-conduct under the Standing Orders of the company.

(6) *Cases of Shri Kallu Pyarelal and Shri Jahani Firtu* :—Similarly, these two workmen were charge-sheeted for the incidents of 10th August 1962 and absence from work without permission—Shri Kallu Pyarelal for 31½ days from July 1961 to 10th August 1962 and Shri Jahani Firtu for 9 days from July 1961 to 10th August 1962. Both of them denied the charges levelled against them and stated that the date of enquiry, which was different in each case, was not suitable to them as the enquiry was fixed during working hours and the management would not be willing to compensate them and their witnesses for the time spent in the enquiry. They also stated that all the workers of the mines would be their witnesses. They were, however, informed in writing by the management that the enquiry would be held on the date fixed. After enquiry, during which they did not produce any witnesses nor cross-examine the witnesses produced by the management against them, Shri Kallu Pyarelal and Jahani Firtu were dismissed from service with effect from 15th September 1962 and 16th September 1962 respectively for mis-conduct under the Standing Orders of the company.

(7) *Cases of Shri Raghunandan Pardesi and Shri Fattu Kashiram* :—Shri Raghunandan Pardesi and Shri Fattu Kashiram were issued show-cause notices on 18th August 1962 and 31st August 1962 respectively. The show-cause notice issued to the former stated that his attendance was irregular in the preceding 12 months and that for some days, he marked attendance but later absented from work without permission. He was asked to show cause why his services should not be terminated under the Standing Orders of the company for absence from duty, within 3 days of the receipt of the notice. On 23rd August 1962, he wrote to the management that no details of his absence were furnished to him in the show-cause notice and therefore it was vague and without any foundation. The management replied to him on 31st August 1962 that the explanation given by him to the show-cause notice was not satisfactory and that he was absent for 17½ days from July 1961 to 18th August 1962. He was intimated in writing that an enquiry in this connection will be held on 18th September 1962 at the Chargaon mines office and he was asked to furnish a written statement and produce witnesses, if any. This date was subsequently changed to 21st September 1962 and Shri Raghunandan Pardesi was accordingly informed in writing.

Similarly, a show-cause notice was issued to Shri Fattu Kashiram on 31st August 1962 stating that he remained absent from duty without permission for 22½ days from December 1961 to 31st August 1962 and why he should not be dismissed from service for mis-conduct under the Standing Orders of the company. In his reply given on 7th September 1962, he stated that the magnitude of his absence was not so much as pointed out in the notice and that in order to find an excuse to take action against him, the days on which work was interrupted due to rain or when he had gone to answer the call of nature etc. must have been calculated in arriving at this figure. He was intimated on 12th September 1962 in writing by the management that the explanation given by him was not satisfactory and that an enquiry will be held on 23rd September 1962 when he may produce witnesses, if any. He replied on 20th September 1962 expressing his inability to bring witnesses during working hours and requested for postponement of the enquiry.

He was intimated in writing on the same day that the enquiry cannot be postponed.

Enquiries were separately held in both these cases—on 21st September 1962 in the case of Shri Raghunandan Pardesi and on 23rd September 1962 in the case of Shri Fattu Kashiram—and documents and witnesses were produced by the management. But both the workmen did not cross-examine any of the witnesses. An order dismissing Shri Raghunandan Pardesi from service for mis-conduct (i.e. habitual absence without leave for 3 days in July 1961 and for 14½ days from January 1962 to 18th August 1962) as per the Standing Orders of the company was issued on 5th October 1962 and a similar order in respect of Shri Fattu Kashiram for habitual absence without leave for 22½ days from December 1961 to 31st August 1962 was issued on 2nd October, 1962.

(8) In all these cases, while communicating to the management that the date of enquiry fixed was not suitable to them, no alternative date was suggested by any of the six workmen nor did they furnish any specific names of workmen as their witnesses.

(9) The dates of enquiry were also communicated in all the six cases sufficiently in advance. While replying to the show-cause notices and during the course of enquiries, none of these six workmen referred to or alleged to their being victimised for trade union activities.

(10) To a query raised by the undersigned, Shri Bis n, the management's representative replied that it was likely there may be some other workers too whose record of attendance was equally bad as in the case of these two workmen i.e. Shri Raghunandan Pardesi and Shri Fattu Kashiram. The workmen were on piece-rate system and were enjoying the facility of guaranteed minimum wage. This frequently led to absence without permission and every year, they had to take disciplinary action against a few of them so that such action may serve as a deterrent to other workmen.

7. The management in the case of the first four workmen, viz. Sarvashri Prabhakar Narayan, Khorbhara Chamru, Kallu Pyarelal and Jahani Firtu, duly served show-cause notices and after the receipt of replies from these workmen, proper enquiries were held and the workmen were given an opportunity to produce witnesses or documents in their defence and to disprove the charges. The workmen did not avail of the opportunity given to them to produce witnesses nor did they mention any names of witnesses or produced documents in their favour. Neither during the enquiries nor subsequently during the proceedings before the undersigned, the workmen and the union were in a position to furnish any material evidence to show that the management dismissed these four workmen for their trade union activities. In these circumstances, I do not see any justification to interfere with the orders of dismissal for mis-conduct passed by the management in respect of these four workmen.

8. As regards the remaining two workmen viz. Shri Raghunandan Pardesi and Shri Fattu Kashiram, they were no doubt found guilty of mis-conduct under the Standing Orders of the company for remaining habitually absent without leave. However, as admitted by the management that there may be some other workers equally responsible for such mis-conduct still continuing in their service, the cases of these two workmen deserve consideration. Shri Raghunandan Pardesi and Shri Fattu Kashiram were dismissed from service on 5th October 1962 and 2nd October 1962 respectively. It would meet the ends of justice if both of them are reinstated in service within thirty days from the date of publication of this Award. They shall also be paid half of their wages from the respective date of their dismissal to the date of their reinstatement. Their wages will be calculated on the basis of monthly average to be worked out by taking into account the three calendar months' wages earned by them prior to the respective date of their dismissal.

9. I award accordingly.

New Delhi,

The 8th April, 1963.

S. B. KALE,

Arbitrator.

New Delhi, the 19th April 1963

S.O. 1190.—In exercise of the powers conferred by section 13A of the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), and in partial supersession of the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2738, dated the 4th November, 1960, the Central Government hereby specifies the Labour Court at Bangalore constituted under section 7 of the Industrial Disputes Act, 1947 (14 of 1947), by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 459, dated the 5th February, 1963, as the Labour Court which shall dispose of any proceeding arising out of any reference made by any employer or workman in the State of Mysore relating to any question as to the application or interpretation of a Standing Order made and certified under the Industrial Employment (Standing Orders) Act, 1946, in relation to an industrial establishment in respect of which the Central Government is the appropriate Government.

[No. F. 21/2/63-LRI.]

New Delhi, the 22nd April, 1963

S.O. 1191.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Ghugus Colliery of Messrs. Ballarpur Collieries Company, Nagpur, and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-6 OF 1963

Employers in relation to Ghugus Colliery of M/s. Ballarpur Collieries Co.

AND
their workmen

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

INDUSTRY: Coal Mining.

STATE: Maharashtra.

Bombay, the 11th April, 1963

AWARD

The Government of India, by the Ministry of Labour & Employment's Order No. 3/7/62-LR-II, dated 23rd February, 1963, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above-named, in respect of the subject-matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the management of Ballarpur Collieries Company, Nagpur was justified in suspending Shri V. S. Joshi, Cashier, Ghugus Colliery for 5 days from 25th to 29th August 1962, for alleged misappropriation of Rs. 8 and if not, should the order of suspension be withdrawn?"

After the usual notices were issued on the parties, Shri D. P. Kawadkar, President of the The Maharashtra Colliery Workers' Union, filed a written statement on 10th March, 1963. Thereafter an application dated 8th April, 1963 was received from the Personnel Officer of the company forwarding the terms of settlement that had been reached between the parties in the presence of the Conciliation Officer, Central, Nagpur, on 26th March, 1963 and Praying that in view of the settlement reached between the parties, this dispute should be disposed of as settled.

A copy of the terms of the settlement signed by the parties on 26th March 1963 is attached herewith and marked Annexure A, and I make an award in terms thereof.

No order as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal, Bombay.

ANNEXURE A

Memorandum of settlement dated 26th March, 1963 between the management of M/s. Ballarpur Collieries Co., Nagpur and the Maharashtra Colliery Workers' Union, Ballarpur.

Names of the parties—

Representing Employer.—(1) Shri S. V. Kanade, Personnel Officer, Ballarpur Collieries Co., Nagpur.

Representing Workman.—(1) Dr. D. P. Kawadkar, President, Maharashtra Colliery Workers' Union, Ballarpur.

(2) Shri V. R. Labde, General Secretary, Maharashtra Colliery Workers' Union, Ballarpur.

SHORT RECITAL OF THE CASE

The Ballarpur Collieries Co., Nagpur had suspended Shri V. S. Joshi, Cashier, Ghugus Colliery for 5 days with effect from 25th August, 1962 to 29th August, 1962 for alleged misappropriation of Rs. 8.00. The Government of India, Ministry of Labour and Employment referred the Industrial Dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7-A of the Industrial Disputes Act, 1947 (14 of 1947).

TERMS OF SETTLEMENT

The management's representative and the Union's representative, after a long mutual discussion, in the larger interest of industrial peace during the National Emergency, agreed to withdraw the Order of suspension for 5 days with effect from 25th August, 1962 to 29th August, 1962 passed on Shri V. S. Joshi, Cashier, Ghugus Colliery and that he shall be paid his due wages for the period as soon as the Award is published and issue a written warning to Shri V. S. Joshi that he should be more careful in future.

Both the parties agreed to approach the Honourable Industrial Tribunal, Bombay to pass an award in terms of settlement stated above.

Sd./- S. V. KANADE,
Representing Employer.

1. Sd./- DR. D. P. KAWADKAR,

2. Sd./- V. R. LABDE,
Representing Workman.

26-3-1963,

1. Sd./-

2. Sd./-

Before

Sd./- DR. B. D. SHARMA,
Conciliation Officer (Central), Nagpur.
[No. 3/7/62-LR.II.]

S.O. 1192.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the South Joyramdanga Colliery, Post Office Asansol, District Burdwan and their workmen.

BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL, PATNA

REFERENCE No. 23(C) OF 1962

Management of South Joyramdanga Colliery, P.O. Asansol, District Burdwan.

Vs.

Their Workmen.

For the Management—Shri S. N. Mullick and Shri S. M. Singh.

For the Workmen—Shri Keshava Banerjee.

Dated the 15th April, 1963

By Government of India, Ministry of Labour and Employment, Order No. 2/209/61-LRII, dated the 26th May, 1962, this industrial dispute between the employers in relation to the South Joyramdanga Colliery, P.O. Asansol and their workmen has been referred to this Tribunal for adjudication under sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The specific matter in dispute as set out in the Schedule to the notification is as follows:—

1. Whether the management of the South Joyramdanga Colliery was justified in refusing to give employment to the following workmen with effect from the 26th June, 1961, namely:—

Sarvashri (1) Teja Harijan, (2) Manu Lodh, (3) Beladin Pashi, (4) Rampal Lodh, (5) Puran Pashi, (6) Lala Lodh, (7) Iswardin Lodh, (8) Sukru Lodh, (9) Babulal Lodh, (10) Sarju Pashi, (11) Bhagwati Lodh, (12) Babulal Thekur, (13) Kuharoo Pashi, (14) Ramoter Pashi, (15) Ramprasad Harijan, (16) Badri Harijan, (27) Bhola Lodh, (18) Sunder Pashi, (19) Kripali Pashi, (20) Goli Pashi, (21) Nanku Lodh, (22) Satyanarain Lodh, (23) Chatori Pashi, (24) Ramashray Lodh, (25) Ramnarain Pashi, (26) Ramsarup Lodh, (27) Laloo Lodh, (28) Budha Lodh, (29) Ramabatar Pashi, (30) Parro Pashi, (31) Ramlal Pashi, (32) Mongal Lodh, (33) Badri Pashi, (34) Chatta Laloo Lodh, (35) Hanuman Lodh, (36) Kaloo Lodh, (37) Pitambar Pashi, (38) Baidyanath Pashi, (39) Thunilal Gareri, (40) Babulal Pashi, (41) Ramdin Lodh, (42) Sundar Lodh, (43) Mangal Pashi, (44) Hariram Pashi, (45) Gaboo Lodh, (46) Peare Lodh, (47) Prasad Lodh, (48) Prithipal Lodh, (49) Sambhu Lodh, (50) Sarjoo Lodh, (51) Rajan Pashi, (52) Sukhram Harijan, (53) Bachhu Lodh, (54) Debender Lodh, (55) Pawari Lodh, (56) Maiku Harijan, (57) Ram Jawan Koiri, (58) Ram Abatar Lodh, (59) Shiu Ratan Passi, (60) Chotu Koiri, (61) Kali Harijan, (62) Bansi Passi, (63) Sakru Harijan, (64) Bansi Lodh, (65) Nanku Koiri, (66) Raghunandan Lodh, (67) Shuratan Bin, (68) Lul Bachan Ahir, (69) Birjo Bhar, (70) Chandradeo Bin.

2. If not, to what relief are the workers entitled?

2. The case of the union is that the workmen named in the schedule were employed in this colliery as loaders on a permanent basis in November, 1960, when the employers introduced and started work with coal-cutting machines for the first time in this colliery. It is said that the workmen duly completed the qualifying period for being permanent under the provisions of the Standing Orders of the colliery and became permanent in their jobs and services. It is alleged that the employers had always been pursuing an anti-labour and anti-union policy and indulging in unfair labour practices whereupon the workmen, who are members of the Colliery Mazdoor Union, invited the General Secretary of the union to come to their *dhowrahs* for discussing their grievances. The General Secretary of the union, Shri Keshava Banerjee, accordingly came to the *dhowrahs* of the workmen at about 10 A.M. on the 26th June, 1961. It is said that while he was discussing the grievances of the workmen with them the Manager of the colliery with a contractor and peons arrived there and behaved very rudely with Shri Banerjee. He is also said to have been threatened with physical violence. Shri Banerjee thereupon went to a distant place, away from the colliery, and held a meeting of the workers there. After the conclusion of the meeting the workmen went back to their *dhowrahs* but are alleged to have been driven out by the peons under orders of the Manager of the colliery. It is said that they were assaulted and their *dhowrahs* broken open and looted. Later on with police help the workmen went back to their *dhowrahs* but the employers refused to give them employment and dispensed with their services without any charge-sheet. On the next day, that is, on 27th June, 1961, the General Secretary of the union addressed a letter to the Conciliation Officer (C), Asansol informing him of the situation and raising an industrial dispute on the ground that the workmen had been illegally locked out. On 29th June, 1961, he again wrote to the Conciliation Officer asking for his protection against the alleged oppression and repression committed by the management. The Conciliation Officer visited the colliery but there was no improvement in the situation. The union again addressed a letter to the Conciliation Officer on 5th July, 1961, whereupon the latter started conciliation proceedings. The employers declined to sit with the union in the joint conference called by the Conciliation Officer. Ultimately the conciliation failed. The workmen submit that the refusal on the part of the

employers to give employment to the workmen concerned was unjustified. Their prayer is that they should be reinstated without a break in the continuity of their service with all their wages, allowances and bonus for the period of their forced unemployment.

3. The management in its written statement contends that all the 70 workmen named in the order of reference were appointed as underground coal loaders on a probationary basis on different dates beginning from 30th January, 1961—the period of probation under the certified Standing Orders of the colliery being six months. It is said that during the probationary period itself these workmen left their services of their own accord after putting in work for various periods from mere four days to a maximum of 51 days in just one or two cases. Thereafter the cases of these workmen were taken up in two batches in conciliation proceedings started by the Conciliation Officer. On receipt of the report of the Conciliation Officer the Government of India in the Ministry of Labour and Employment under their letters dated the 23rd September, 1961 and 1st December, 1961 informed the parties that they did not consider the case fit for reference to an industrial tribunal for adjudication because the workers had been very irregular in their attendance and none of them had even completed six months' service. According to the management at no time after the close of the conciliation proceedings there was any demand either by the workmen concerned or by any other group of workmen in the employment of the colliery regarding the reinstatement of these workmen and hence the reference itself is incompetent and without jurisdiction.

4. On the merits the contention of the management is that since the workmen had left voluntarily there was no question of refusing them employment by the management. None of these workmen, the management urges, having completed the period of probation had acquired a permanent status before they left. With regard to the incident of the 26th June, 1961, the management gives a different version. It is said that on that day Shri Keshava Banerjee came in a jeep with five or six persons, entered the Manager's office and used defamatory and threatening language against the management. Thereafter the party is said to have left the office and sent for the workers who were working underground in the first shift. About 43 of the workmen under reference are said to have come out of the mine without permission, joined Shri Keshava Banerjee and participated in a demonstration within the precincts of the colliery. An information about the occurrence was lodged with the Asansol police and a criminal case under sections 143 and 448 of the Indian Penal Code is pending against Shri Keshava Banerjee. The management submits that after the workmen left their services they peacefully left their *dhowrahs* after signing a statement that they had joined another colliery of their own accord. The signing of this statement is said to have given rise to another criminal case lodged by Shri Keshava Banerjee charging the Manager, the Labour Officer and some other persons with having forcibly removed these workmen from their *dhowrahs* and taken their thumb-marks on blank sheets of paper. This complaint after investigation was found to be unfounded and the police submitted a final report. According to the management the conduct of the workmen on the 26th June, 1961 and after was wholly reprehensible and they are not fit to be reemployed.

5. I shall first deal with certain points of law raised by Shri S. N. Mullick on behalf of the management. It is urged at the outset that the cause of the workmen involved in this case was never espoused by a substantial body of workmen or by a union of workmen of which these workmen are members and hence there was no collective or industrial dispute which could be validly referred to the Tribunal for adjudication. In order to answer the question raised it is necessary to state certain facts. It is beyond controversy that prior to 26th June, 1961, there was no union functioning in this colliery. On 26th June, 1961, Shri Keshava Banerjee, General Secretary of the Colliery Mazdoor Union, an organisation working in the coal industry in this region and affiliated to the I.N.T.U.C., came to this colliery and met the workmen. As to whether Shri Banerjee came to the colliery of his own accord or on the invitation of the workmen there is a controversy. According to the union a large number of workmen sent a signed petition to the General Secretary of the Colliery Mazdoor Union inviting him to come to the colliery and give them a hearing. This petition, according to the union, was addressed to him as "Sriman Sarkar Saheb" on behalf of the entire body of colliery labour working in South Joyramdanga Colliery. The management does not dispute the genuineness of this petition but contends that it was addressed not to the General Secretary of the Colliery Mazdoor Union but to one Sarkar Saheb, the Office Superintendent of the General Manager's office, seeking redress of their grievances relating to their *dhowrahs*. In support of this

contention the management has filed five affidavits sworn by five workmen, viz. Hubraj, Mundari Harijan, Doma Harijan, Ramrekha Harijan and Bira Harijan. In these affidavits the workmen have said that they had addressed the letter to the Office Superintendent of the General Manager. They also assert that they had never authorised Shri Keshava Banerjee to represent their grievances. It is further alleged that this letter was handed over to one Manoo Lodh to be put up before Shri Sarkar. I find it difficult to accept the case of the management on this point. None of the signatories to the affidavits have come forward to give evidence in this case. There is no explanation on behalf of the management as to how a letter addressed to the office superintendent of the General Manager came to be in the custody of Shri Keshava Banerjee. According to these affidavits Manoo Lodh was to have handed over the letter to the Office Superintendent. If that is so it is not explained how it was delivered to Shri Keshava Banerjee. Manoo Lodh gave his evidence in court on 15th December, 1962 and proved the letter Ext. 1. He stated that this letter was drawn up and sent to the union because the sardars in the colliery were maltreating the workmen against which the workers had protested. In cross-examination no question was put to the witness about the circumstances under which Ext. 1 came into existence or as to whom it was addressed. The affidavits, therefore, are clearly an afterthought and little importance should be attached to them. The document also furnishes intrinsic evidence to show that it was addressed not to the management but to the union secretary. It was a letter written by and on behalf of the entire labour in which the addressee had been asked to give the workmen a hearing. There is no mention in it of any grievances regarding *dhowrahs*. If really the workmen by this letter desired to have their grievances about *dhowrahs* redressed, there seems to be no reason why it should have been addressed merely to an office superintendent. In the normal course it should have been addressed to the Manager or some officer in authority. From the evidence and the circumstances I am satisfied that the letter was addressed by the workmen to the General Secretary of the union.

6. Shri Banerjee with some of his workers had admittedly come to the colliery on 26th June, 1961 and addressed a meeting of the workers. That some incidents giving rise to some degree of violence took place on that day is also manifest. While some criminal cases were filed by the management against Shri Banerjee and others the workmen in their turn also filed criminal cases against the management. On 27th June, 1961, a branch of the Colliery Mazdoor Union was formed in this colliery. Ext. 3, the membership register of this union, shows that as many as 98 workmen paid the membership subscription between 25th June, 1961 and 27th June, 1961 and became members of this union. Ext. 2 is a list showing the office-bearers elected in a meeting held on 27th June, 1961. A copy of the list of office-bearers was also sent to the Manager, South Joyramdanga Colliery with a request to treat the workers as protected workmen as per Rule 61 of the Industrial Disputes (Central) Rules. The management does not admit having received this list but I have no reason to disbelieve Shri Banerjee (L.W 2) who has sworn that he had himself sent it (Ext. 2) to the management. Copies of this letter were also sent to the Conciliation Officer (C), Asansol, Chief Labour Commissioner (C), New Delhi, and other authorities. The management has produced two affidavits said to have been sworn by Ramrekha Singh and Bira Harijan, who were elected President and member respectively of the newly-formed branch of the union stating that neither was any meeting actually held on 27th June, 1961, nor was there any election of office-bearers. Both these affidavits saw the light of day as late as 14th February, 1963. Neither of these two workmen had the hardihood to come to the witness box to face cross-examination. I am not at all impressed with these affidavits which seem to have been procured by the management as an afterthought. I am satisfied from the evidence that a branch of the union was formed on 27th June, 1961 with the workers of this colliery and that office-bearers were duly elected from amongst these workers on that day.

7. On 5th July, 1961 and 23rd August, 1961, the union raised disputes regarding the reinstatement of these workmen alleging that they had been illegally locked out. The reports of the Conciliation Officer, dated the 22nd August, 1961 and the 23rd September, 1961 (Exts. G & G/1) prove beyond doubt that the dispute had been taken up by the authorities and formed the subject of a regular conciliation proceeding. It is also abundantly clear that the union had taken up the cause of these employees. That being so the dispute lost its individual characteristics and assumed those of a collective dispute based on a policy of collective bargaining. I, therefore, reject the management's contention that the reference is bad in law on the ground that the dispute is not a collective or industrial dispute.

8. The matter can be looked at from another aspect. All these workmen were acting in concert from the beginning and it will be difficult to say that when they were making their representation before the Conciliation Officer through the General Secretary of the Colliery Mazdoor Union they were acting individually. In similar circumstances the Rajasthan High Court held in *Railway Employees' Co-operative Credit Society Ltd., Jodhpur and Industrial Tribunal, Rajasthan and Others* (1963 I L.L.J. 388) that the workmen were each espousing the cause of the other when they made representations to the authorities through the General Secretary of the union. In this view of the matter also I hold that the dispute referred to this Tribunal is an industrial dispute.

9. Shri S. N. Mullick next contended that admittedly the branch union came into existence after the cause of action arose in favour of the workmen and hence it cannot be said that the union was validly entitled to take up the cause of the workmen. I am not impressed with this contention. In *Shamsuddin Vs. State of Kerala* (18 F.J.R. 329) the Kerala High Court, differing from the case of *Padarthy Ratnam & Co. Guntur Vs. Industrial Tribunal* (16 F.J.R. 118) decided by a single judge of the Andhra Pradesh High Court, held that it was not necessary that a workman should have been a member of the trade union, which espoused his cause, on the date on which the individual dispute had its origin in order to convert the dispute into an industrial dispute. With respect, I would prefer to follow this authority. The condition that on the date on which disciplinary action is taken the cause of the aggrieved workmen should have been taken up by the union or by a substantial section of the establishment is not only indefensible but unworkable in practice.

10. It was next pointed out that in this particular case the Government had twice by their letters, dated 23rd September, 1961 and 1st December, 1961 (Exts. A & B) had clearly held that they did not consider the dispute fit for reference to an industrial tribunal for adjudication because the workers had been very irregular in their attendance during the last 3 months and none of them had completed even six months of service. It was contended that in view of this decision the subsequent reference on the basis of a fresh report of the Conciliation Officer (C) dated the 3rd April, 1962 was not only unjustified but illegal. In the report, dated the 3rd April, 1962, the Conciliation Officer held that all the workers concerned had been employed on or after 30th January, 1961, that all of them had put in less than six months' service and that there was no substance in the union's contention that full payment had not been made to the workmen. After having come to these conclusions the Conciliation Officer observed that it appeared from the discussions with the union that it would "be greatly satisfied if the dispute is referred for adjudication". This was followed by the present reference. On these materials it was submitted that the reference was improper and illegal. I am unable to uphold this contention as correct. As was pointed out by the Punjab High Court in *Panipath Woollen and General Mills Co. Ltd., and Industrial Tribunal, Punjab and Others* (1962 I L.L.J. 555), the action of Government in referring a dispute under section 10(1)(c) of the Industrial Disputes Act is administrative in nature. If there is an industrial dispute the actual existence of which could not really be in dispute a fresh determination by the Government of the question of expediency of making a reference does not amount to a review of a question judicially determined previously and hence the refusal of the Government to refer a dispute for adjudication earlier does not affect a subsequent reference of the same dispute for adjudication. Reference was also made in this decision to the case of *Shri Ramabilash Service Ltd., Kumbhakonam Branch Vs. State of Madras and Others* (1956 I L.L.J. 498) where the same view was expressed.

11. Finally it was argued on behalf of the management that Shri Keshava Banerjee had no authority to represent the workmen before this Tribunal as there was no valid authorisation on behalf of the workmen in his favour. Rule 36 of the Industrial Disputes (Central) Rules no doubt provides that the authority in favour of a person or persons to represent a workman or group of workmen in any proceeding under the Act shall be in Form F. No such authority as mentioned in this Rule was filed by Shri Banerjee in this case. Section 36 of the Act, however, makes it clear that the Rule referred to above applies only to cases covered by sub-section 1(c) dealing with representation of persons who are not members of any trade union. The evidence in this case shows that the local union duly came into existence on 27th June, 1961. It is undisputed that this union is affiliated to the Colliery Mazdoor Union of which Shri Banerjee is the General Secretary. That being so he was entitled to represent the workmen under Section 36(1)(b) of the Industrial Disputes Act. Quite apart from that this provision deals with a procedural matter and the omission to produce an

authority when in fact he has been representing these workmen from the stage of the conciliation proceedings is merely technical.

12. It was next contended on behalf of the management that most of the workmen have, since the reference, made up their dispute with the company and have categorically stated that they do not want to proceed with this case. In this connection my attention was drawn to 32 affidavits sworn individually by the workmen on the 23rd November, 1962 and 24th November, 1962 and a petition filed by 9 of them on 15th December, 1962. The cases of these 9 workmen may first be taken up. This petition which bears the thumb-marks of nine of the concerned workmen runs as follows:—

"We the representatives of the workers beg to submit that we left our work voluntarily without any leave, permission and notice and as such we cannot lawfully put any claim against the company.

We have been fully paid all our dues and nothing remains payable to us.

We beg to submit that we withdraw our case and hereafter nobody is authorised to represent us in any manner whether as workers' representative or as an union leader.

In the circumstances we pray that your Lordship will be graciously pleased to dismiss our case, and for this act of kindness we shall ever pray."

All these nine workmen had earlier sworn affidavits substantially in these terms stating that they had no claim against the management and that their cases be dismissed as they did not want to proceed with them any further unnecessarily. Two of these petitioners, however, subsequently filed affidavits, dated 25th January, 1963, denying that they had subscribed to the above petition. So far as the remaining 7 workmen are concerned they never resiled from the stand taken in the abovementioned petition or the affidavits sworn by them earlier. Hari Ram Pashi and Baidyanath Pashi no doubt swore affidavits challenging the petition but curiously enough in their statement in court they are completely silent about it. What they denied in the witness box were their affidavits dated 23th November, 1962. The position, therefore, is that these two workmen have not pleaded that their thumb-marks on the petition, dated 15th December, 1962, were obtained by fraud or misrepresentation. A suspicion is justified that these workmen had no idea as to what they were denying in their affidavits, dated 25th January, 1963. The petition dated 15th December, 1962, not having been specifically denied in court, although they had an opportunity to do so, cannot therefore be said to be false or spurious and must be given effect to. The workmen having filed this joint petition it is not open to the trade union to say that it should not be given effect to or that it was filed without the consent of the union. As was observed in *Bhutgoria Colliery Vrs. Their Workmen* (18 F.J.R. 434) a trade union can merely represent a workman under section 36 of the Industrial Disputes Act 1947 in proceedings under the Act. It has no independent locus standi to contest the dispute when the workman himself has compromised the dispute with the employer. In my opinion, therefore, the union is not competent to raise an objection to the settlement arrived at by these workmen personally with the management. So far as these nine workmen are concerned the case, therefore, will stand disposed of in terms of the petition which will be a part of my award as Appendix I.

13. The management also relies upon the thirtytwo affidavits filed by workmen in this case. All these affidavits are in identical terms. The contents of these affidavits are as follows:—

"That I worked at South Joyramdanga Colliery from.....to..... and then I left work without any notice or permission or leave of my own accord and I lost my right to resumption of duty. I have been paid in full all my dues payable under the law and I have got no claim against the Company in any manner or form or way. I am now working at Rana Colliery and I shall work there at Rana Colliery and will not claim and cannot claim job at Joyramdanga."

It is then stated that the case pending before the Tribunal should be finally dismissed as the workmen do not want to proceed with it. Nine of these affidavits are supported by the petition, dated 15th December, 1962, which has already been dealt with before. We have, therefore, to deal with the remaining 23 affidavits. The union contends that no reliance should be placed on these affidavits as they were obtained by the management by practising fraud and misrepresentation on the workmen. Reference is made in this connection by the union to two counter-affidavits filed by two of the workmen Baidyanath Pashi and Hariram

Pashi (Exts. 4 & 4/a) and also to the evidence of Manoo Lodh, another workmen (L.W. 1). The affidavit exhibit 4 sworn by Baidyanath Pashi is to the effect that the previous affidavit relied upon by the management had been obtained from him by Shri R. N. Singh (M.W. 4) "on false pretence and misrepresentation". The other affidavit sworn by Hariram Pashi (Ext. 4/a) states that he had not sworn any affidavit at Asansol on 24th November, 1962, or elsewhere on any other date and that the affidavit filed by the employers in this court is a false and forged document. Manoo Lodh (L.W. 1) has stated that the *munshi* of the company took him and the other workmen to Asansol on the false plea that Shri Banerjee would come to Asansol court where the case would be settled and it was on this plea that his thumb-mark and those of others on the affidavit were taken. So far as Baidyanath Pashi and Hariram Pashi are concerned I have already dealt with the cases of these two workmen. It will be seen that they not only swore affidavits on 23rd November 1962, withdrawing their claim and supporting the case of the management but were also parties to the petition, dated 15th December, 1962, where the statements contained in the affidavits were reiterated. The affidavits sworn by them on 25th January, 1963, have therefore, little evidentiary value. The plea of Baidyanath Pashi (L.W. 3) that at the time of the swearing of the affidavit of 23rd November, 1962, he was not produced before the Magistrate is manifestly false. I refuse to believe that an affidavit had been sworn before the Magistrate without the deponent being produced before him. Hari Ram Pashi's plea that he had not gone to Asansol at all on 23rd November, 1962, is equally unacceptable. The affidavit of that date shows that he had been duly produced before a lawyer who identified him. The witness apparently has no regard for truth. The evidence of Manu Lodh is also unworthy of credence. He has deposed that he had complained before the Magistrate, before whom he was produced for swearing the affidavit dated 23rd November, 1962, that his thumb-mark had been obtained by fraud. If this story is true it is inconceivable that the affidavit should have been allowed to be sworn by the magistrate. I have, therefore, no hesitation in rejecting Manoo Lodh's evidence as unreliable. The other deponents have not come forward to deny the affidavits. It is, therefore, not open to the union to take exception to these affidavits on the ground that they are not genuine. As all these workers have solemnly stated that they have no claim against the company and that their cases should be dismissed the union cannot contend that the cases should proceed in spite of these affidavits. I direct that the cases of these workmen be disposed of in terms of their affidavits.

14. The case of the management further is that many of the workmen who are parties to this proceeding had left their jobs voluntarily before the 26th June, 1961, and they are not interested in this dispute. According to the management the number of these workmen is 42. It is denied that the services of these workmen were dispensed with by the management on 26th June, 1961, as alleged by the union. The registers Exts. K & K/1 show that out of these 42 workmen seven had last worked in this colliery on 24th June 1961, eight on 17th June, 1961, seven on 9th June, 1961, eight on 10th June, 1961, two on 5th June, 1961, two on 3rd June, 1961, two on 12th June, 1961, and six on 7th June, 1961, 16th June, 1961, 15th June, 1961, 21st April, 1961, 2nd June, 1961, and 22nd June, 1961, respectively. Out of these 42 workmen 18 have filed affidavits withdrawing their claim and supporting the case of the management. None of the remaining workers except Hariram (L.W. 4) has alleged that he offered his services to the management on the 26th June, 1961, but was refused employment. These workmen must, therefore, be deemed to have left voluntarily and no question of their services having been terminated or of their reinstatement arises. Hari Ram Pashi stated in court that he was refused work on 26th June, 1961. He further alleged that he had worked duly on 24th June, 1961, and 25th June, 1961. All this evidence seems to be incorrect. The weekly rest day having fallen on 25th June, 1961, the colliery was completely closed on that day. The registers produced by the management show that prior to 26th June, 1961, Hari Ram Pashi had last worked in the colliery on 15th June, 1961. His total employment in the March quarter was for 3 days and in the June quarter for 6 days. His affidavit has already been considered and there is no valid reason for rejecting it. The final position, therefore, is that nine workmen have withdrawn their claims and supported the management by means of their petition dated 15th December, 1962, and affidavits, 23 have done so by means of affidavits and 24 left voluntarily before 26th June, 1961. There is no evidence with regard to these 24 workmen that they were refused work on 26th June, 1961. The total of these workmen comes to 56.

15. There then remains only the cases of 14 workmen who are as follows:—

- (1) Babulal Pashi,
- (2) Mangal Pashi,

- (3) Debidin Lodh,
- (4) Pawa Lodh,
- (5) Ram Janam Koiri,
- (6) Sukhram Harijan,
- (7) Teja Harijan,
- (8) Baladin Pashi,
- (9) Ishwardin,
- (10) Babulal,
- (11) Sarjoo Pashi,
- (12) Kuharu Pashi,
- (13) Ram Awatar Pashi,
- (14) Pitambar Pashi.

These workmen worked in the colliery till 26th June 1961. Admittedly they are no longer in service. The question is whether they left voluntarily or were refused employment as alleged. I find it difficult to uphold the management's plea that these 14 workmen had left their jobs voluntarily. No convincing reason has been assigned as to why they should have suddenly left their jobs. Except a few most of them were fairly regular in the quarter ending June, 1961. The non-employment of these workmen was duly reported to the Conciliation Officer. It is difficult to accept the plea that having left their jobs voluntarily these workmen should have made a complaint to the authorities about their non-employment by the management. On the contrary the incidents of 26th June, 1961, justify the conclusion that the management had terminated their services on that date. There are abundant materials on the record to show that till 26th June, 1961, no trade union was functioning in this colliery. The workmen, however, wanted to form a union and had started enlisting themselves as members of Shri Banerjee's union from 24th June, 1961, onwards. They had also invited Shri Banerjee to come to the colliery to give the workmen a hearing. Shri Banerjee came on 26th June, 1961, had discussions with the workmen and also held a meeting. That some untoward incidents happened is also undisputed. The management did not like Shri Banerjee's presence and M.W. 2 had remonstrated with Shri Banerjee for having come to the colliery during working hours. The management has also alleged that Shri Banerjee was responsible for bringing out some workmen who were working underground. The incidents of 26th June, 1961, gave rise to several criminal cases—some by the management against Shri Banerjee and the workmen and some by the latter against the management. These facts establish beyond doubt that the management was highly annoyed with the workmen for their conduct in meeting Shri Banerjee. It is highly probable in these circumstances that the services of the workmen were terminated on account of this annoyance. I do not believe that these workmen had left their jobs voluntarily.

16. It was contended on behalf of the management that even if it had terminated the services of these workmen it was entitled to do so as the workmen were mere probationers without any claim to a permanent status. It is pointed out that the services of probationers could be terminated without a notice. The evidence no doubt shows that these workmen were mere probationers and had not put in the required service entitling them to acquire a permanent status. Under the terms of the Standing Orders their services could therefore be terminated without any notice. The termination of services of these workmen cannot, however, be said to be *bona fide*. It was clearly a case of victimisation for trade union activities. The Standing Order relied upon by the management does not authorise arbitrary or whimsical orders of termination. On the contrary, the positive evidence is that the order amounted to victimisation. That being so, this Tribunal has ample jurisdiction to go into the justifiability of the order and pass such orders as justice of the case may demand. I hold that the refusal on the part of the management to give employment to these workmen with effect from 26th June, 1961, was unjustified.

Issue No. 2.—If not, to what relief are the workers entitled?

17. I direct the reinstatement of the 14 workers mentioned in para 15 with back wages. The remaining workers are not entitled to any relief.

18. I give my award accordingly. The parties shall bear their own costs.

H. K. CHAUDHURI,
Presiding Officer,
Central Govt., Industrial Tribunal,
Patna,

15-4-1963.

Recorded at my dictation and corrected by me.

H. K. CHAUDHURI,
P.O., Central I. T., Patna,
15-4-1963.

APPENDIX I

To

His Lordship the Chairman,
Central Industrial Tribunal. Patna.

Ref. South Joyramdanga Colliery Workers,

. . . Vs.

The Management.

CASE No. 23 OF 1962

Our Lordship Sir,

We, the representative of the workers beg to submit that we left our work voluntarily without any leave, permission and notice and as such we cannot lawfully put any claim against the company.

We have been fully paid all our dues and nothing remains payable to us.

We beg leave to submit that we withdraw our case and hereafter nobody is authorised to represent us in any manner whether as workers representative or as an union leader.

In the circumstances, we pray that you Lordship will be graciously pleased to dismiss our case and for this act of kindness we shall ever pray.

L.T.I. of Ramswrup Lodh,
L.T.I. of Manu Lodh,
L.T.I. of Baidyanath Pashl,
L.T.I. of Sundar Lodh,
L.T.I. of Mangal Lodh,
L.T.I. of Jhabbu Lodh,
L.T.I. of Puran Pashi,
L.T.I. of Sukhram Harijan,
L.T.I. of Bachu Lodh.

L.T.Is. are taken in my presence.

(Sd.) Illegible,

Pleader,

The 21st November, 1962.

[No. 2/209/61-LRII.]

S.O. 1193.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator, in the industrial dispute between the employers in relation to Messrs S. K. Sahana and Sons Limited, Post Office, Kodarma, District Hazaribagh, and their workmen represented by the Abrakh Mazdoor Panchayat, Jhumritelaiya, District Hazaribagh.

AWARD

Jhumritelaiya, Hazanbagh 15th April, 1963.

The dispute regarding payments to Shri Bandhan Gope and Mangar Barhi workmen of Kerowatari mica mine of Messrs. S. K. Sahana & Sons Ltd., P.O. Kodarma, was referred to me for arbitration as per mutual agreement between the representatives of workmen and the Employer dated 17th April 1962 under section 10A of the Industrial Dispute Act, 1947 and published in the Gazette of India dated 28th April 1962.

The parties were directed to submit their written statements and hearing of the dispute was fixed on 22nd September, 1962.

However, a joint petition No. 26(L.Ad)62-63/988 dated 7th February 1963 from the General Secretary, Abrakh Mazdoor Panchayat and the Chief Agent, S. K. Sahana & Sons Ltd. was received by me stating that the dispute has been mutually settled by them and as in my opinion no dispute now exists,

Accordingly, I give an award of no dispute. A copy of the settlement in question is enclosed which forms the part of the Award.

GOPI KRISHNA BHADANI,

TRUE COPY

S. K. SAHANA & SONS, LTD.

Kodarma E. Ry.

Behar, India.

7th February, 1963.

Ref. No. 26(L.Ad)/62-63/988

To

Shri G. K. Bhadani,
Post Box No. 51,
Jhumritelaiya (Hazaribagh).

Dear Sir,

Subject:—Arbitration about Shri Bandhan Gope and Shri Mangar Barhi of Kerowatari mica mine.

With reference to your letter No. 803/62 dated August 14, 1962 and our letter No. 26(L.Ad) 62-63/491 dated 1st September, /62, we have to inform you that we have mutually settled the dispute and as such we hereby withdraw the reference mentioned above.

We, therefore, request you to kindly close the matter.

Yours faithfully,

(Sd.) Bhunchswar Singh,
General Secretary,
Abrakh Mazdoor
Panchat-Jhumritelaiya.

(Sd.) BALRAM SINGH
Chief Agent,
S. K. Sahana & Sons., Ltd.

[No. 20/6/62-LRII.]

ORDER

New Delhi, the 16th April 1963

S.O. 1194.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Parbella Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under Section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri Baru Mahato with effect from the 20th July, 1962, by the management of the Parbelia Colliery was legal and justified? If not, to what relief is he entitled?

[No. 6/6/63-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 16th April 1963

S.O. 1195.—In exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Delhi Electric Supply Undertaking of the Municipal Corporation of Delhi from the payment of employers' special contribution leviable under Chapter V-A of the said Act for a further period of six months upto and including the 2nd October, 1963.

[No. F.6(93)/63-HI.]

O. P. TALWAR, Under Secy.

New Delhi, the 16th April 1963

S.O. 1196.—In exercise of the powers conferred by sub-section (1) of section 10 of the Coal Mines Provident Fund and Bonus Scheme Act, 1948 (46 of 1948), and in supersession of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2847 dated the 27th November, 1961, the Central Government hereby appoints the following officers to be Inspectors for the purposes of the Coal Mines Bonus Scheme, the Andhra Pradesh Coal Mines Bonus Scheme, the Rajasthan Coal Mines Bonus Scheme and directs that they shall, in relation to the coal mines, exercise the powers and perform the functions of Inspectors under the said Act in the States of West Bengal, Bihar, Madhya Pradesh, Orissa, Maharashtra, Andhra Pradesh, Rajasthan and Assam, namely:—

- (1) The Chief Labour Commissioner (Central).
- (2) The Deputy Chief Labour Commissioner (Central).
- (3) The Deputy Chief Labour Commissioner (Training).
- (4) All Regional Labour Commissioners (Central).
- (5) The Regional Labour Commissioner (Training).
- (6) All Conciliation Officers (Central).
- (7) All Conciliation Officers (Training).
- (8) All Labour Inspectors (Central).
- (9) All Junior Labour Inspectors (Central).

[No. 1(30)62-PFI.]

P. D. GAIHA, Under Secy.

New Delhi, the 20th April, 1963

S.O. 1197.—In exercise of the powers conferred by sub-section (2) of section 28 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby directs that for a period of one year from the date of publication of this Notification the provisions of sub-section (1) of section 13 and section 14 of the said Act, in so far as they relate to the regulation of daily hours of work and payment of overtime wages respectively, shall not apply to the pound keepers employed by Cantonment Boards, subject to the condition that the working day of a pound keeper shall be so arranged that, inclusive of the intervals of rest, it shall not spread over more than twelve hours on any day.

[No. LWI-(I)8(2)/61.]

K. K. UPPAL, Under Secy.

New Delhi, the 22nd April, 1963

S.O. 1198.—The following draft of a scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th May, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

DRAFT SCHEME

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, hereinafter referred to as the said Scheme, in clause 16, the following item shall be inserted at the end of sub-clause (2):—

“(e) Tally Clerk”.

3. In Schedule to the said Scheme, the following item shall be inserted at the end:—

“(e) Tally Clerk”.

[No. 527/12/63-Fac.]

K. D. HAJELA, Under Secy.

New Delhi, the 22nd April, 1963

S.O. 1199.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the Ruby General Insurance Company Limited and their workmen.

IN THE MATTER OF AN INDUSTRIAL DISPUTE

BETWEEN

The management of M/s. Ruby General Insurance Co., Ltd., Delhi

AND

Their workmen

Reference under Section 10A of the Industrial Disputes Act, 1947, for Arbitration by Shri B. K. Setalvad, Sole Arbitrator.

AWARD OF SHRI B. K. SETALVAD, SOLE ARBITRATOR.

1. An industrial dispute existed between the Management of M/s. Ruby General Insurance Co., Ltd., Delhi, and its workmen in respect of a number of demands contained in a Charter of Demands.

2. During the conciliation proceedings on this dispute, it transpired that the parties signed an agreement on 28th July, 1962, whereby they agreed to refer their industrial dispute to the sole arbitration of myself. Subsequently, I gave my consent to act as a Sole Arbitrator and the consent having been communicated to the Conciliation Officer and to the parties, I proceeded with the reference.

3. In view of my absence from India and the consequent delay in making my award, I had announced that an increment of Rs. 5 in D. A. be given to all members of the staff of the company at Delhi as an “INTERIM AWARD” with effect from 1st September, 1962, which was accepted by parties concerned.

4. The proceedings involved several sittings, the last of which, was held on 20th March, 1963.

5. The case of the workmen in support of their demands contained in their Charter of Demands, generally speaking, was that the cost of living had gone up

and was rising and that the demands placed by them were justified in view of such conditions and in order to ameliorate the living conditions of the employees. The submissions made on behalf of the company pointed out that the demands put forward on behalf of the employees were totally unrealistic and if granted the burden cast by them would be so unbearable that the company may have to close down its office at Delhi or retrench some staff members. The workmen argued that the position of the company being very high among the companies transacting Insurance Business, it was only proper that the service conditions and benefits be very liberal, while the submission of the company was that under the Insurance Act they were obliged to restrict their expenses to a certain prescribed ratio and that they would never be able to do so if the expenses increase, as they would, if the demands were conceded in any appreciable measure.

6. I have taken into account all the evidence placed before me and the various arguments addressed to me by the parties. I give my award as set out, hereinafter:—

CLASSIFICATION OF EMPLOYEES AND PAY SCALES

7. *A. Senior Assistants.*—Any graduate and those who are incharge of Fire and Misc. Accdt. Sections shall be designated as Senior Assistants and shall be entitled to the following pay scales:—

120—12—180—15—270—EB—20—410.

B. Stenographers and Cashiers.—Stenographers and Cashiers shall be entitled to the following pay scales:—

105—10—155—13—220—15—310—EB—15—340.

C. Assistants and Typists.—Assistants and Typists shall be entitled to the following pay scales:—

75—8—123—10—183—12—243—EB—15—318—17—335.

D. Record Keepers.—Record Keepers shall be entitled to the following pay scales:—

55—5—75—7—110—8—126—EB—8—174.

E. Peons and Chowkidars.—Peons and Chowkidars shall be entitled to the following pay scales:—

35—3—50—4—70—5—110.

Note.—In the Charter of Demands the pay scales of the drivers have also been asked to be fixed. I find that the company employs no driver at all at Delhi and therefore consider it unnecessary to fix any pay scale for drivers.

8. *Dearness Allowance.*—Dearness Allowance shall be paid to the employees as detailed under:—

1. *Peons and Chowkidars.*—A fixed Dearness Allowance of Rs. 65 per month irrespective of pay.

2. Those drawing a basic salary upto Rs. 100	Rs. 30
3. Those drawing a basic salary of Rs. 101 to Rs. 200	Rs. 90
4. Those drawing a basic salary of Rs. 201 to Rs. 300	Rs. 100
5. Those drawing a basic salary of Rs. 301 and above	Rs. 110

9. *Adjustments.*—All employees will be fitted in the new grades and they shall be given such an increment as may be necessary to bring them to a figure in the cycle of above grade. For example, if the grade is 100—10—200, the employee now getting Rs. 165 will get Rs. 170 and the employee getting Rs. 160 will continue to get the same.

10. The representatives of the workmen have demanded that the new pay scales be made effective from 1st July, 1962, while the representative of the company has submitted that the same be made effective only from the date of my award. In view of the financial year of the company being the calendar year and in view of the accounts of 1962 having already been closed and the ratio of expenditure for the purposes of the Controller of Insurance drawn, I think it will not be proper to make any changes in the pay scales effective from prior to 1st January, 1963. Moreover, from 1st September, 1962, staff have been given more in D.A. though small.

11. Besides, I understand that a majority of the employees are due a normal annual increment from 1st April, 1963. This increment will be given at the rate due according to the new pay scales and thus majority of the employees will stand to gain thereby from 1st April, 1963. For these reasons and consideration I award that the pay scales be made effective from 1st January, 1963, and that the arrears of pay be accordingly given.

12. Rs. 5 in D.A. given by way of an "INTERIM AWARD" shall be taken into account in computing the total dearness allowance drawn by the employee on the eve of his being put in the new grade.

13. *Special Allowance and Increments.*—The special allowance of Rs. 30 given to the Head of the Department of which the only person incumbent at present was the Head of the Accounts Department is abolished and Rs. 30 that was so given to him, shall be merged in his pay.

14. No other special allowances are considered necessary.

15. *Additional Increment on Passing the A.C.I.I. or A.F.I.I. Examinations.*—Additional increments shall be granted to the staff on their passing of the A.C.I.I. or A.F.I.I. Examinations as under:—

- | | | |
|---|-----|----------------------------|
| (a) 1st Part of A.C.I.I. or
of A.F.I.I. or both. | ... | One increment |
| (b) 2nd Part of A.C.I.I. | .. | One additional increment |
| (c) 3rd Part of A.C.I.I. | ... | One additional increment. |
| (d) 2nd Part of A.F.I.I. | .. | Two additional increments. |

(16) Such additional increments will be effective from the first of the month next to the date of the official declaration of the results.

LEAVE

1. PRIVILEGE LEAVE

17. (a) Every employee shall be entitled to Privilege Leave equal to one-eleventh of the period spent on duty.

Explanation.—Duty means the period spent in the service of the company but excluding Privilege Leave, Sick Leave, Absence etc.

(b) Privilege Leave can be accumulated upto 120 days. Leave upto a maximum of 90 days may be sanctioned during any period of 12 months.

(c) Privilege Leave cannot be granted for a period less than ten days at a time.

(d) Privilege Leave cannot be enjoyed without previous sanction and ordinarily should be applied 15 days in advance before Privilege Leave is intended to be enjoyed.

(e) No kind of leave can be enjoyed and tagged on in continuation with any other kind of leave except leave without pay.

II. Casual Leave

18. An employee may be granted casual leave upto a maximum of 15 days in a calendar year but for not more than 6 days at a time. Casual leave may normally be availed of only after sanction by the competent authority of the company, but, one day's casual leave may be availed of without prior sanction in case of unforeseen emergency provided the head of the office is promptly advised of the circumstances in which prior sanction could not be obtained.

III. Sick Leave

19. (a) An employee shall be entitled to sick leave on medical certificate at the rate of one month for each year of service subject to a maximum of 12 months throughout the period of service.

(b) Sick leave shall only be on half pay but at the option of the employee any period of sick leave on half pay may be converted into sick leave on full pay for half the period.

(c) The Medical Certificate shall be from a Registered Medical Practitioner approved by the company.

(d) The application for sick leave shall be made immediately on the requirement of the sick leave and shall be considered only if it is accompanied by a Medical Certificate.

(e) The requirement of the medical certificate may not be enforced if the sick leave availed is not more than two days, and, in such cases, the period will be treated as casual leave, if due, otherwise, Privilege Leave. However, if, Privilege Leave is also not due the period will be treated as leave without pay.

20. Retirement.—The normal age of retirement shall be 58. But the company may require any employee after he has attained the age of 55 to retire if his efficiency is found to have been impaired.

21. Holidays.—The company will observe all the holidays as declared under the Negotiable Instrument Act, 1881 but excluding such holidays as are expressly declared for the purpose of enabling Banks to close their accounts.

22. Bonus.—One month basic pay would be given as "PUJA BONUS" as and when declared by the Head Office of the company, to those who have qualified for it according to the rules and practice of the company.

23. Gratuity.—Where—(a) an employee has been in continuous service of the company for not less than 15 years and

(i) his services are terminated by the company for any reason what-so-ever, other than as a punishment for dishonesty or misconduct.

(ii) he voluntarily resigns from the service of the company.

(b) Where an employee:

(i) dies, while he is in the service of the company.

(ii) retires from the service of the company on his reaching the age of superannuation or

(iii) his services are terminated by the company as a measure of retrenchment or consequent on the abolition of his post.

the employee, or his heirs, as the case may be, shall be paid on such termination, retirement, resignation or death, a gratuity which shall be equivalent to one month's average basic pay for every completed year of service or any part thereof in excess of six months, with the company subject to a maximum of fifteen months average basic pay.

NOTE.—(i) Average basic pay would be the average of the monthly basic pay (exclusive of all allowances) drawn by the concerned employee in the last 36 months before his becoming entitled to the gratuity.

(ii) The rate of one month basic pay for the purpose of gratuity shall be applicable only to the employees of the company at Delhi. The employees who joins the company after the date of this award shall be entitled to only 15 days basic pay as a rate for calculation of their gratuity, if they become, entitled to it, under the above rules.

24. Provident Fund.—As per rules of Birla Brothers Pvt., Ltd., Provident Fund Institute.

25. Overtime.—The overtime allowance shall be paid to an employee at the rate of one and half times of his basic salary and dearness allowance. One day's work shall be taken to mean work of 6½ hrs. for the purpose of calculation.

26. Hours of Work.—(a) The existing working hours shall remain as they are i.e. on week days 10 A.M. to 5 P.M. with half-an-hour recess from 1-30 P.M. to 2 P.M. and on Saturdays 10 A.M. to 2 P.M. The Management may change the working provided that the total working period would remain the same.

NOTE.—This rule will not be applicable to the members of staff whose work is inherently of intermittent nature. Working hours for them will be fixed by the Divisional Manager whose decision will be final in the matter.

(b) **Peons & Chowkidars.**—Peons and Chowkidars shall attend the office early by half-an-hour and leave office 30 minutes later than others.

(c) Punctuality in attendance shall be observed.

NOTE.—(i) Late attendance in a calendar month will be treated as hereunder:—

(a) For every 3 days as one day's casual leave.

(b) For every 6 days, in addition to the above, one day's salary and D.A. will be deducted.

(ii) A grace period of 10 minutes will be allowed and if the late coming within 10 minutes is not repeated more than three times in a month, it shall not be taken into consideration. However, if an employee comes late to office on more than three occasions, even if, such late coming is within 10 minutes, he will be considered having come late for all purposes.

27. **Uniforms (One coat, one pant and one cap).**—(a) New uniform will be supplied to the lower grade staff as under:—

1. Cotton—Two in one year

2. Warm—One in two years

(b) New uniforms will be supplied only on return of the old ones.

28. **Travelling Allowance.**—It will be given to those employees who are deputed to go out of station. The daily allowance will be as per company's rules existing and/or rules as may be amended from time to time.

29. **Transfers.**—The company shall have the inherent right to transfer any of its employees to any of its Branches/Offices provided that the employee so transferred shall continue to get the pay and dearness allowance that he was getting at the time of his transfer.

30. **Annual Increments.**—Annual increments shall be given according to the previous practice i.e. on the first day of April or on the first day of the month after twelve months continuous service.

31. **Period of Award.**—(a) Before me the representative of the company had suggested very emphatically that my award should remain binding for a minimum period of five years. His argument was based on a desire for a long term industrial peace in lieu of which the Management could be prepared for some increase in the pay scales etc. There was a considerable force in this argument. The previous agreement that existed between the company and the workmen was for a period of 3½ years. The representatives of the workmen conceded the importance of a long term arrangement in respect of their demands and agreed before me that my award may remain binding for a minimum period of 3 years. In view of this, I decided that this award shall remain binding for a period of 3½ years calculated from the date of the signing of this award.

(b) It is also agreed by the representatives of the workmen that no fresh demands shall be raised during the period that this award shall remain binding on both sides and I consider this proper and necessary.

32. (a) During the pendency of the proceedings before me a case was referred to me by the workmen of one Shri R. K. Gupta. Shri Gupta applied for Privilege Leave of 55 days on the ground of state of pregnancy of his wife and started enjoying Privilege Leave before it was sanctioned, merely, by sending an application applying for such leave. The company took the view that as leave had not been properly applied it could not be granted and directed Mr. Gupta to immediately resume duty informing him that in the meanwhile he was being marked "Absent". For some period, Mr. Gupta did not comply with this direction and later during the tenure of 55 days, he joined duty and then applied for leave again which leave was granted. The dispute related to the pay of the period from the date he applied to the date on which he resumed duty which the company had deducted from his pay.

(b) It may be that I have no jurisdiction to arbitrate upon this particular dispute as it did not exist on the date of the reference of the dispute to me under Sec. 1A of the Industrial Dispute Act. However, in view of the desire of both the parties, that this issue be also settled and particularly because, the parties have agreed that my award may be binding for a long term settlement of all

disputes and in the interest of undisturbed industrial peace, I decide this dispute as follows:—

(c) Even though Shri R. K. Gupta does not appear to be entitled to the salary rightfully deducted, in the interest of the industrial peace and without creating a precedent, I direct that the company pay back 50% of the amount so deducted and treat half of the period for which his salary was deducted as leave with pay. The other half may continue to be considered as "absence".

(33) This award shall be applicable and binding on the Management of the company and their employees employed at Delhi only.

34. All other demands put before me and in respect of which no specific direction is contained in my award shall be considered as having not been granted, but will be covered by the company's Staff Rules in force from time to time.

35. It is further stated that in the absence of any expressed provision in the Award, the Service Conditions and Staff Rules of Company will be strictly adhered to.

B. K. SETALVAD,

Sole Arbitrator.

27th March, 1963.

[No. 74(6)/62-LRIV.]

ORDERS

New Delhi, the 16th April 1963

S.O. 1200.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Messrs R. Sharp and Sons Private Limited, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the rate of Rs. 3.00 per trip paid to the hand-cartmen or gear workers is justified. If not, what should be the rate per trip and from what date?

[No. 28/8/63-LRIV.]

New Delhi, the 20th April 1963

S.O. 1201.—Whereas the industrial dispute specified in the Schedule annexed hereto was pending before the Industrial Tribunal, Delhi, constituted by the notification of the Government of India in the Ministry of Labour and Employment No. S.R.O. 2389, dated the 10th July, 1957;

And whereas, the said dispute was transferred to the Industrial Tribunal, Dhanbad in this Ministry's Order No. 55(5)/63-LRIV, dated the 7th March, 1963;

And, whereas, for the ends of justice and convenience of the parties the said dispute should be disposed of without delay;

Now, therefore, in exercise of the powers conferred by section 7A, clause (d) of sub-section (1) of section 10 and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri J. K. Tandon as the Presiding Officer, with headquarters at Lucknow, withdraws the proceedings in relation to the said dispute from the Industrial Tribunal, Dhanbad, and transfers the same to the Industrial Tribunal constituted with Shri J. K. Tandon as the Presiding Officer thereof and directs that the said Tribunal shall proceed with the said proceeding from the stage at which it is transferred and dispose of the same according to law.

SCHEDULE

Sl. No.	Parties to the dispute	No. of original reference	Date of original reference	Date of transfer to Dhanbad Tribunal
1	2	3	4	5
1.	Punjab National Bank Ltd. and their workmen—Shri Kameshwar Nath.	S.O.No. 512	8-2-1962	7-3-1963

[No. 53(7)/63-LRIV.]

G. JAGANNATHAN, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 22nd April 1963

ANIMAL WELFARE BOARD (ADMINISTRATION) AMENDMENT RULES, 1963

S.O. 1202.—The following draft of certain rules, which the Central Government proposes to make in exercise of the powers conferred by section 38 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), is hereby published for general information as required by the said section, and notice is hereby given that the said draft will be taken into consideration on or after 25th day of May, 1963.

Any objection or suggestion which may be received from any person in respect of the said draft before the aforesaid date will be considered by the Central Government.

1. **Short title.**—These rules may be called the Animal Welfare Board (Administration) Amendment Rules, 1963.

2. In the Animal Welfare Board (Administration) Rules, 1962—

(i) after rule 3, the following rule shall be inserted, namely:—

“3A. *Vice-Chairman.*—(1) The Central Government shall, after consultation with the Board, nominate one of its members to be the Vice-Chairman of the Board.

(2) The Vice-Chairman shall exercise such powers and perform such functions as the Chairman may, with the previous approval of the Central Government, delegate to him from time to time.”;

(ii) in rule 13, for sub-rule (1), the following sub-rule shall be substituted, namely:—

“(1) If the Chairman is not present at any meeting of the Board, the Vice-Chairman shall be the Chairman of the meeting. In the absence of the Chairman and the Vice-Chairman from any meeting of the Board, the members shall choose one among themselves to be the Chairman of the meeting.”;

(iii) for rule 15, the following rule shall be substituted, namely:—

“15. *Power of the Board to appoint Executive Committee and to coopt person therein.*—(1) For the administration of its affairs and for carrying out its functions, the Board may by resolution appoint an Executive Committee consisting of such number of members as it may think fit to appoint thereto, and may by regulation made in this behalf define their functions and duties.

- (2) The Board may coopt a person representing the Ministry of Finance to the Government of India as a member of the Executive Committee and such person shall be entitled to attend the meetings of the Committee and to take part in its discussions, but shall not have the right to vote.”;
- (iv) for rule 16, the following rule shall be substituted, namely:—
- “16. Powers of the Board to appoint other committees and sub-committees and to coopt persons therein.—(1) In addition to the Executive Committee referred to in rule 15, the Board may by resolution constitute such other committee or committees from amongst its members for the administration of its affairs and for carrying out its functions.
- (2) The Board may coopt such persons to the committees or sub-committees appointed under sub-rule (1) as it considers necessary and suitable, and may appoint them to attend the meetings of such committees or sub-committees.
- (3) A person coopted under sub-rule (2) for any purpose shall have the right to take part in the discussions relevant to that purpose, but shall not have the right to vote;
- (v) in sub-rule (1) of rule 18, after the word “delegate to him”, the word “all” shall be inserted;
- (vi) for rule 24, the following rule shall be substituted, namely:—
- “24. Accounts and Audit.—(1) The Board shall maintain proper accounts and other relevant records.
- (2) The accounts of the Board shall be audited annually by the Comptroller and Auditor-General of India or by any person appointed by him in this behalf and any expenditure incurred by him in connection with such audit shall be payable by the Board to the Comptroller and Auditor-General of India.
- (3) The Comptroller and Auditor-General of India and any person appointed by him in connection with the audit of accounts of the Board shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India has in connection with the audit of Government accounts and, in particular shall have the right to demand the production of books, accounts, connected vouchers and other documents and papers and to inspect the offices of the Board.
- (4) The accounts of the Board, as certified by the Comptroller and Auditor-General of India or any person appointed by him in this behalf, together with the audit report thereon shall be forwarded annually to the Central Government and the Government shall cause the same to be laid before each House of Parliament.
- (5) The accounts of receipts shall include a statement of all sums received by the Board during the financial year which shall be shown under the following heads:—
- (a) money received from the Central and State Governments;
- (b) other moneys received by the Board;
- (c) interest received from the investment of such moneys as aforesaid.
- (6) Total receipts shall be shown under each of the heads specified under sub-rule (5) and the opening balance shall also be stated.
- (7) The expenditure incurred during the financial year shall be shown under the following heads:—
- (a) administration of the Board;
- (b) measures taken in connection with the functions of the Board specified in section 9, each item being shown separately;
- (c) miscellaneous.

(8) The closing balance for the financial year shall be shown at the foot of the accounts on the expenditure side.”;

(vi) in the Schedule, in the entry in column 4 relating to item 13, the words “in each case” occurring at the end shall be omitted.

[No. 9-29/62-LD.]

K. C. SARKAR, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 16th April 1963

S.O. 1263.—In exercise of the powers conferred by sub-section (1) of section 10 of the Indian Standards Institution (Certification Marks) Act, 1952 (36 of 1952), and Rule 13 of the Indian Standards Institution (Certification Marks) Rules, 1955, and in continuation of the notification of the Government of India in the Ministry of Commerce and Industry No. 607 dated 12th March, 1960, the Central Government, in consultation with the Indian Standards Institution, hereby directs that any power exercisable by the said Institution under clause (e) of section 3 of the said Act, shall be exercisable also by the Director of Industries and Commerce, Government of Kerala, in relation to the following articles or class of articles manufactured within the State of Kerala, namely:—

1. Wrought Aluminium, and
2. Aluminium Utensils.

[No. 23(12)/63-TMP.]

HARGUNDAS, Under Secy.

Bombay, the 20th April 1963

S.O. 1204.—In exercise of the powers conferred on me by clauses 3, 4, 13, 14A and 17 of the Cotton Control Order, 1955 and of all other powers enabling me in this behalf, I hereby make the following order in respect of Indian cotton marketed in India from 1st September, 1963.

(1) **Permission for sale of cotton by a manufacturer.**—No manufacturer shall sell cotton to any person without the previous written permission of the Textile Commissioner.

(2) The prices stated in Schedule ‘A’ will not apply to purchase of permitted varieties for the purposes of export by an exporter. However, no such exporter shall sell in the internal market any part of such cotton purchased for export without the written permission of the Textile Commissioner. In case such permission is granted, such cotton shall be sold in the internal market at a price not exceeding the maximum price specified in Schedule ‘A’ annexed hereto.

(3) **Purchase of ‘Kapas’ by a manufacturer.**—Every manufacturer to whom permission under sub-clause 3 of clause 13 of the Cotton Control Order, 1955 has been issued shall purchase ‘kapas’ at such price that the eventual corresponding cost price of the ginned and/or pressed lint out-turn shall not exceed the maximum price fixed in Schedule ‘A’ annexed hereto.

(4) **Filing of Returns.**—Every ‘A’ Class licence-holder, not being a manufacturer or a bank shall furnish to the Office of the Textile Commissioner, Bombay, in the form given below (Annexure ‘A’), a periodical statement (i.e. for the period 1st to 15th and 16th to 30th/31st of each month) to be despatched to reach this office on or before the 3rd or 18th of each month respectively of his actual deliveries of Indian cotton to the mills and his sales.

(5) **Survey.**—(i) All Indian cotton sold to manufacturers and “producers” as defined in the Cotton Textiles (Control) Order, 1948 shall be surveyed as hereinafter provided by the Zonal Committees appointed by the Textile Commissioner for this purpose or by the East India Cotton Association Ltd., if survey is to be done at Bombay.

(ii) All cotton either in loose and/or pressed form shall be offered for survey as stated in (i) above and a certificate obtained before delivery to the manufacturer and/or producer for consumption. Similarly, in respect of cotton waste

other than that supplied in loose condition to manufacturers, compulsory survey will be necessary before delivery but only to certify it is such.

(iii) The Zonal Committee shall work under the instructions of the Textile Commissioner.

(iv) The pre-delivery survey shall be compulsory for all cottons which are consumed by the manufacturers and producers in pressed and/or loose form. No manufacturer or producer shall take delivery of any cotton for consumption unless it is accompanied by a certificate of survey, issued as above, and it will be incumbent on the manufacturer/producer to scrutinise the survey certificate with reference to the quality and variety of the cotton covered by the certificate and to satisfy himself that the certificate relates actually to the cotton purchased and delivered to him. He should also satisfy himself that the price paid for the cotton is within the ceiling mentioned in the certificate.

(v) Any person may voluntarily get his cottons surveyed by the Zonal Committees or by the East India Cotton Association Ltd., Bombay with a right of appeal to the Committee specified in Schedule 'B'.

(vi) The Survey Certificate shall show the name of the first applicant, the number of bales, the lot numbers, press running number of bales, press marks, description of the cotton, staple and grade and the maximum price thereof fixed according to Schedule "A" hereto annexed. On the reverse side of such certificate, each applicant shall endorse the name and address of each successive buyer and the date of each sale. The price payable by any buyer shall not exceed the maximum price indicated in the survey certificate which shall, however, be subject to adjustment in accordance with the provisions of sub-paragraphs 8(ii).

(vii) The samples drawn by the "controllers" appointed by the Textile Commissioner for the purpose, in respect of each lot shall be kept in safe custody by the East India Cotton Association Ltd., Bombay or by the Zonal Committee as the case may be for a period of not less than seven days calculated from the date of the survey certificate.

(viii) The award of the Committee specified in Schedule 'B' shall be final and binding on all successive buyers without any right of re-survey.

(ix) Any person if he is not satisfied with the certificate of the Zonal Committee or the East India Cotton Association Ltd., Bombay as the case may be, prefer an appeal to the Committee specified in Schedule 'B' annexed hereto within seven days of the date of the survey certificate.

(x) If any buyer or seller does not accept the award of the Zonal Committee or East India Cotton Association Ltd., he may prefer an appeal to the Committee specified in Schedule 'B' within 7 days of the date of the Zonal survey certificate. However, if this period of 7 days has expired either party shall have a right to have a fresh survey at his cost by the *ad hoc* Committee.

(xi) The fees and the controlling charges for the survey shall be paid by the applicant which shall, however, be recoverable from each successive buyer. The appeal fees will be borne by the person preferring the appeal.

(xii) The "controllers" shall be appointed by the Textile Commissioner.

(xiii) The Chairman of the Zonal Committee may, at his own discretion, direct that samples submitted for zonal survey be sent to the Committee specified in Schedule 'B' for award.

(6) Delivery of Indian cotton to manufacturers.—(a) *Cotton not accompanied by pre-sale valuation certificates.*—(i) Manufacturers making purchases of cotton for ready delivery shall request the East India Cotton Association Ltd., Bombay or its representative at the zonal centres for the names of supervisors and controllers simultaneously for drawing the samples in cases where a pre-sale certificate has not been obtained.

(ii) The East India Cotton Association Ltd., Bombay, or its representatives shall notify to the manufacturer, the name of the supervisor and the authorised controller simultaneously giving intimation to the supervisor and the controller.

(iii) The controller shall then draw the samples for survey by the Zonal Committee or by the East India Cotton Association Ltd., Bombay under instructions of and in the presence of the supervisor.

(b) *Cotton accompanied by pre-sale Valuation certificate.*—(i) In the case of cotton where a pre-sale valuation certificate has been obtained, if such certificate has been obtained from the East India Cotton Association Ltd., Bombay, or the Zonal Committee, the supervisor may, in his own discretion or if desired by the manufacturer for whom he acts, prefer an appeal to the *ad hoc* Committee and for that purpose cause the samples to be drawn in the manner prescribed in sub-paragraph (a) (iii) above.

(ii) If the pre-sale valuation certificate has already been issued by the *ad hoc* Committee on appeal, no further appeal shall lie against the award.

(c) (i) If a pre-sale valuation certificate is obtained from the East India Cotton Association Ltd., or the Zonal Committee on the samples drawn in the manner prescribed in sub-paragraph (a) (iii) above, an appeal will lie to the *ad hoc* Committee.

(ii) If, however, an appeal is made 7 days after the date of the certificate issued by the Zonal Committee or the East India Cotton Association Ltd., Bombay, fresh samples shall be drawn for the *ad hoc* Committee in the manner prescribed in sub-paragraph (a) (iii) above.

(iii) *Payment of charges.*—(a) In the case of a pre-sale valuation certificate issued by the East India Cotton Association Ltd., Bombay, or the Zonal Committee, the charges of the controller and supervisor for drawing the samples shall be paid by the applicant. In case of appeal, the person preferring the appeal shall bear these charges.

(b) Where cotton is ready for delivery against sale to the manufacturer and is not accompanied by any pre-sale valuation certificate, the buyer manufacturer shall pay the charges of the controller for drawing the samples in addition to the commission of the supervisors.

(c) In the event of an appeal to the *ad hoc* Committee in such cases, the party preferring the appeal shall bear the appeal fees.

(d) *Mode of payment for cotton.*—(i) The seller shall not receive from the buyer manufacturer, and the latter shall not pay to the former an amount equal to $7\frac{1}{2}$ per cent of the price agreed upon in respect of the cotton agreed to be sold unless and until the supervisor has issued a certificate that the contract price agreed to is in accordance with the survey certificate issued by the Zonal Committee or the *Ad hoc* Committee as the case may be and the payment of the said $7\frac{1}{2}$ per cent amount will be made subject to the provisions of sub-clauses (ii), (iii) and (iv) next hereafter mentioned.

(ii) If after the receipt of the final survey certificate the price agreed upon between the buyer-manufacturer and the seller is certified by the supervisor to be equal to or lower than the ceiling price indicated in the certificate (award) of the Zonal Committee or of the *Ad hoc* Committee as the case may be, the buyer-manufacturer shall pay to the seller the whole balance amount of $7\frac{1}{2}$ per cent.

(iii) If, after the receipt of the survey Certificate, the price agreed upon between the buyer-manufacturer and the seller is certified by the Supervisor to be above the ceiling price indicated in the certificate (award) of the Zonal Committee or of the *Ad hoc* Committee as the case may be, the buyer-manufacturer shall pay to the seller the balance, if any, due to the seller on the basis of the ceiling price and not on the basis of the contract price.

(iv) In case the valuation is made by the Zonal Committee or the East India Cotton Association Ltd., Bombay and any of the parties wants to prefer an appeal under sub-paragraph (x) of paragraph 5 to the *Ad Hoc* Committee either of the parties may do so within 48 hours of the date of the valuation certificate issued by the Zonal Committee. In such cases, the balance of $7\frac{1}{2}$ % shall not be paid till the *Ad Hoc* Committee's certificate on such appeal is received and payment shall be made only on the basis of such certificate issued by the *Ad Hoc* Committee in accordance with the provisions of sub-clauses (i), (ii) and (iii) above.

(7) *Appointment of Supervisors.*—(i) A panel of Supervisors shall be appointed by the Textile Commissioner. Instructions as to the manner of drawing samples shall be given by the Textile Commissioner to the Supervisors who shall strictly comply with the same.

(ii) The Textile Commissioner shall have the right to appoint any particular Supervisor for any particular mill.

(iii) The Textile Commissioner shall also have the right to cancel the appointment of any Supervisor without assigning any reason.

(iv) The Supervisor shall be entitled to be paid a commission for his services at the rate of $\frac{1}{4}$ per cent of the final invoice value of the cotton. Such commission shall become due and payable upon ascertainment of the final invoice value. At the option of the Supervisor, he may demand from a buyer-manufacturer a deposit against the commission due and payable to him.

(v) The buyer-manufacturer shall certify, in writing, if demanded by the Supervisor at the instance of the Textile Commissioner that the quantity of cotton which is the subject of the purchase is within his quota of Indian cotton.

(vi) In cases where a manufacturer has been given permission for ginning 'kapas', the Supervisor shall check, if directed by the Textile Commissioner, on the samples of lint cotton drawn by him in the manner prescribed in sub-paragraph (6) (a) (iii) above and submit to the Zonal Committee or to the *Ad Hoc* Committee as the case may be, whether the price paid by the mill for the 'kapas' bears a reasonable corresponding relation to the price fixed by the Textile Commissioner for the lint cotton.

(vii) If the price actually paid by the manufacturer for 'kapas' is found to be higher than the price warranted by the Textile Commissioner's maximum price for the lint cotton, the lint cotton so produced shall be liable to be requisitioned and the permission to buy and gin 'kapas' shall be liable to be withdrawn.

(viii) No Supervisor shall act for drawing samples of cotton for a buyer-manufacturer in case of sales by his own firm as trader or by a firm in which he or any one of his partners is having a direct or indirect controlling or financial interest. Similarly, no Supervisor who has been acting as cotton buying agent or muddadam of any buyer-manufacturer shall draw samples on account of such buyer-manufacturer in the capacity of a Supervisor.

(ix) The seller shall within 48 hours of the intimation to him of the appointment of the Supervisor in respect of any sale transaction of cotton entered into by him, supply to the Supervisor information regarding the quality, weights and price at which the cotton is agreed to be sold.

(x) The Supervisor shall issue a certificate as provided in clause (6)(d)(i) above within 4 working days from the date of the receipt of the certificate of the Zonal Committee or the *Ad Hoc* Committee as the case may be and of the information as required in sub-clause (ix) above. If he fails to issue within the said period of 4 working days, the buyer-manufacturer or the seller may refer the matter to the Textile Commissioner and the decision of the Textile Commissioner or any other officer appointed by him in writing for this purpose shall be final and binding on the parties. If such decision is not communicated within 8 days from the receipt of the reference, the buyer-manufacturer and the seller shall be entitled to complete the sale and pay the price as agreed upon.

(xi) The Supervisor shall issue the certificate as provided by clause (6)(d)(i) above within 4 working days from the date of the receipt of the certificate of the Zonal Committee or the *Ad Hoc* Committee as the case may be and of the information as required in sub-clause (ix) above. If either the buyer-manufacturer or the seller is dissatisfied as to the correctness of the certificate of the Supervisor, any of them may appeal to the Textile Commissioner and the decision of the Textile Commissioner or any other officer appointed by him in writing for the purpose shall be final and binding on the parties. If such appeal is not decided within 8 days from the receipt thereof, the buyer-manufacturer and the seller shall be entitled to complete the sale and pay the price as agreed upon.

(8) Maximum and minimum price of cotton.—(i) Subject to the other provisions hereinafter contained, the minimum and the maximum price of cotton of the 1963-64 season of the descriptions specified in columns (1) and (2) of Schedule 'A' annexed to this notification shall be as specified in columns (3) and (4) respectively of the said Schedule:

Provided that where cotton which is the subject-matter of a contract, is of a quality either inferior or superior to the basic quality referred to in columns (1) and (2) of the said Schedule, the minimum and maximum price shall be decreased or increased as the case may be by an amount specified in columns (5) to (16) of the said Schedule:

Provided further that no such cotton shall be considered to be of a quality superior to the basic quality as aforesaid unless its superior staple and class have

been certified by the East India Cotton Association Ltd., Bombay or by the Zonal Committee and the maximum price of such cotton shall then be in accordance with the description, staple and class mentioned in such certificate.

(ii) (a) The prices specified in Schedule 'A' are in rupees per quintal of 100 kilograms net for delivery in full pressed bales ex seller's godown, Bombay and include $\frac{1}{2}$ per cent brokerage payable by the seller to the buyer and the usual sample and stone allowance as provided in the bye-laws of the East India Cotton Association Ltd., Bombay. However, when cotton is requisitioned, no brokerage charge or any other allowance (except stone allowance in Bombay) will be permissible.

(b) The minimum and maximum prices at the place of origin shall be the price specified in Schedule 'A' reduced by a sum equivalent to the railway freight from the place of origin to Bombay and Rs. 2.80 per quintal.

(c) The minimum and maximum prices for delivery at any place other than the place of origin or Bombay shall be the prices applicable in the place of origin as arrived at in accordance with the above paragraph and increased by a sum equivalent to the railway freight from the place of origin to the place of delivery to the buyer and Rs. 2.80 per quintal.

(d) The maximum prices specified in paragraph 8(i) and sub-paragraphs (a), (b) and (c) of paragraph 8(ii) shall be increased, where the sale is directly to a manufacturer, by $1\frac{1}{2}$ per cent thereof, and if the sale is directly to an 'A' class licensee, by $\frac{1}{2}$ per cent thereof, except in the case of cotton requisitioned by an order of the Textile Commissioner or any officer authorised by him in this behalf.

(e) The maximum and minimum prices specified in paragraph 8(i) and sub-paragraphs (a), (b) and (c) of paragraph 8(ii) shall be decreased by Rs. 7 per quintal when the subject-matter of the contract is ginned (that is unpressed) cotton.

(f) Where cotton which is the subject-matter of a contract is loose cotton obtained by opening a full pressed bale and does not exceed 15 kgs. in weight, the maximum prices specified in paragraph 8(i) and sub-paragraphs (a), (b) and (c) of paragraph 8(ii) shall be increased by $12\frac{1}{2}$ per cent thereof.

(g) The minimum price fixed under this notification shall not apply to cotton which is inferior in class or staple to that for which allowances are specified in columns (5), (6), (10) and (11) of Schedule 'A', but it shall be open to any person or persons who are required to fix the exact value of any such cotton to fix a value which is less than the price specified for the lowest staple and class of cotton of the description.

(h) Nothing in this notification shall apply to a contract of sale for the purpose of export by any exporter with an overseas buyer or his agent or by a grower or middleman with an exporter or his agent.

(i) A certificate from the Textile Commissioner to the effect that the contract entered into is for the purpose of export shall be conclusive evidence of that fact.

(9) **Cotton requisitioned.**—(i) At the time of requisitioning, the holder of the cotton shall be required to declare the variety of his cotton which is intended to be requisitioned. If, however, it is found by the Committee specified in Schedule 'B' in survey that the variety of the cotton is other than what had been declared by the holder, the Textile Commissioner may require the holder to replace the cotton by the variety originally declared by him.

(ii) In case the quality of cotton requisitioned by the Textile Commissioner is found by the Committee specified in Schedule 'B' to be inferior to the minimum grade or staple for which the prices are prescribed in Schedule 'A', the person in whose favour the cotton is requisitioned shall have a right to refuse to take delivery of such cotton. In the event of such refusal the holder of the cotton shall be required to replace such cotton by cotton having a staple and grade for which the prices are prescribed in the Schedule 'A' if required by the Textile Commissioner.

(10) **Varieties not under price control.**—Nothing in this Notification shall apply to—

(a) Sea-Island Andrews cotton, grown in the States of Andhra Pradesh, Kerala, Mysore and Madras if it is certified by the Committee specified in Schedule 'B' as having staple length of above 1-1/8" and complies with the following conditions:

(i) The seeds required for sowing such cotton in the above States have been duly approved and supplied by the Officers and a certificate of purity issued by them for the pressed bales.

(ii) The ginning and pressing of the crop of such cotton have been done under the supervision of the aforesaid Officers and a certificate of purity issued by them for the pressed bales.

(b) Hybrid cotton grown in Gujarat State, if it is certified by the Committee specified in Schedule 'B' as having a staple of above 1-1/8" and complies with the following conditions:

(i) The seeds required for sowing such cotton have been duly approved and supplied by the State Department of Agriculture, and

(ii) the ginning and pressing of the crop of such cotton have been done under the supervision of the State Department of Agriculture and a certificate of purity issued by the Department for the pressed bales.

(c) Any other cotton which may be certified by the State Department of Agriculture or "Agmarked" under the Cotton Grading and Marketing Rules, 1939, indicating the varietal purity and further certified as having a staple length above 1-1/8" by the Committee specified in Schedule 'B'.

(11) **Description of varieties.**—(a) (i) "Moglai Jarilla" means cotton recognised as such and grown in the Marathwada region (excluding the 93 villages in Soegaon mahal and Kannad and Bhokardan talukas of Aurangabad district), and Hingoli taluka of Parbhani district of Maharashtra State protected under the Cotton Transport Act, 1923 (3 of 1923), and Bijapur district of Mysore State and includes "Virnar (197-3)" grown in these areas.

(ii) "Vidarbha and Madhya Pradesh 197-3" means cotton recognised as such and grown in Vidarbha region of Maharashtra State, Madhya Pradesh, Jhalawar district and Udaipur Division of Rajasthan and Adilabad district of Andhra Pradesh and includes "Virnar (197-3)", "Maljari", "Malvi" and "Bhoj" grown in these areas. It also includes "H. 420" grown in Kurnool and Anantapur districts of Andhra Pradesh, and Bellary and Chitaldrug districts of Mysore State, provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923) and AK-235 and AK-277 grown in Vidarbha region of Maharashtra State. It also includes "Burl-American" which does not conform to the definition in sub-paragraph (q) of this paragraph.

(iii) "Khandesh Virnar (197-3)" means cotton recognised as such and grown in the districts of Ahmednagar, Sholapur, Poona, Satara, Nasik, Jalgaon and Dhulia (excluding Nawapur and Akkalkuwa talukas) and in the 93 villages in Soegaon mahal and Kannad and Bhokardan talukas of Aurangabad district of Maharashtra State protected under the Cotton Transport Act, 1923 (3 of 1923). It also includes Y-1 grown in the above area, if recognised as such.

(b) (i) "Digvijay (A)" means cotton recognised as such (including Vijay) and grown in the districts of Broach (excluding Ankleshwar, Jhagadia, Dedlapada talukas and part of Nandod taluka lying South of River Narbada, Hansot, Valla, Sagbara talukas), Baroda, Kaira (except talukas of Cambay and Petlad), Panchmahals and Sabarkantha of Gujarat State and Banswara district of Rajasthan.

(ii) "Digvijay (B)" means cotton recognised as such (including Vijay) and grown in Cambay and Petlad talukas of Kaira district, Ahmedabad district lying South of River Sabarmati (including part of Daskroi taluka and the whole of City and Dehgam talukas) of Gujarat State. If any "Digvijay" cotton known in these areas is recognised as "Digvijay (A)", such cotton shall come under "Digvijay (A)".

(c) "Surti Vijalpa" means cotton recognised as such (including Vijalpa 2087) and grown in Surat District and in Ankleshwar, Jhagadia, Nandod, Hansot, Valla,

Dedlapada and Sagbara talukas of Broach district of Gujarat State and in Nawapur and Akkalkuwa talukas of Dhulia district of Maharashtra State.

(d) "Punjab American 216F" means cotton recognised as such and grown in the States of Punjab, Uttar Pradesh, Madras and Andhra Pradesh and includes "Punjab American H-14" provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes "Punjab American LL 54" grown in the areas of "216F" which does not conform to the definition in sub-paragraph (t) (2) of this paragraph.

(e) "Punjab American 320F" means cotton recognised as such and grown in the States of Punjab and Uttar Pradesh and in the Ganganagar district of Rajasthan State, provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes, "Punjab American LL 54" grown in the area of "320F" which does not conform to the definition in sub-paragraph (t) (2) of this paragraph. It also includes "Punjab American L.S.S."

(f) "Jayadhar" means cotton recognised as such and grown in Dharwar, Belgaum, Bijapur, Chitaldrug, Gulbarga and Raichur districts of Mysore State and Sangli, Satara and Kolhapur districts of Maharashtra State provided the areas in which the cotton is grown are protected under the Cotton Transport Act of 1923 (3 of 1923), or other corresponding Act. It also includes BC-1 (Suyodhar) grown in the above areas of Mysore State if recognised as such.

(g) "Laxmi" means cotton recognised as such and grown in Dharwar, Belgaum, Bijapur, Chitaldrug, Hassan, Chikmanglur, Shimoga, Mandya, Mysore, Gulbarga, Raichur and Bellary districts of Mysore State, Kurnool, Cuddapah and Anantapur districts of Andhra Pradesh, Phaltan taluka of Satara district and Baramati taluka of Poona district of Maharashtra State provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also means cotton recognised as such and grown in Madras State. It also includes "M.A. 5" which does not conform to the definition of sub-paragraph (t) (2) of this paragraph.

(h) "Westerns" means cotton recognised as such and grown in the Bellary, Gulbarga and Raichur districts of Mysore State and Kurnool, Anantapur, Cuddapah and Mehboobnagar districts of Andhra Pradesh and includes "Hagar 1" (Western Farm) "White Northerns" and "Red Northerns". It also includes certified 'Adoni cum' recognised as such and grown in the Mungari tract (as defined in 'p' below) of Andhra Pradesh.

(i) "Karunganni" means cotton recognised as such and grown in Coimbatore, Tiruchirappalli, Madurai, Ramanathapuram and Tirunelveli districts of Madras State and includes "Karunganni K2, K5 and uncertified K6 (Pandyam)", "Tirunelveli" and "Salems" (Nadam, Bourbon and Uppam). It also includes "Cocanada 1 and 2" grown in the coastal districts of Andhra Pradesh.

(j) "Dholleras" means cotton recognised as such and grown in the Rajkot Division of the Gujarat State and includes "Cutch", "1027", "Kadi-Viramgam", "Kadayo", "Wagad", and "Kalagin". It also includes "Kalyan" which does not conform to the definition of the cotton contained in sub-paragraph (k) of this paragraph.

(k) "Kalyan" means cotton recognised as such and grown:—

(i) in the Ahmedabad (Dholka, Dhanduka, Sanand, Cambay and Viramgam talukas) Kaira (Cambay taluka) and Mehsana districts of the Gujarat State, provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923);

(ii) in the Rajkot Division of Gujarat State, provided that the seed required for sowing has been duly approved and supplied by the State Department of Agriculture and the produce has been certified by that Department as being "Kalyan".

(l) "Pratap" means cotton recognised as such and grown in Rajkot Division of Gujarat State provided it is certified by the Department of Agriculture. It also includes "Sanjay (CJ 73)" grown in the same areas if certified as such by the Department of Agriculture.

(m) "Bengal Deshi" means cotton recognised as such and grown in the State of Punjab, Uttar Pradesh and Rajasthan. It also includes Raniben (UP-1) cotton grown in Uttar Pradesh if recognised as such.

(n) "Oomaras" means cotton recognised as such and grown in Sholapur, Ahmednagar and Poona districts and Vidarbha and Marathwada region of Maharashtra State, Adilabad and Warangal districts of Andhra Pradesh and East and West Nimar, Hoshangabad and Chhindwara districts of Madhya Pradesh. It also includes "C.P. I and II" and "Central India Cotton" recognised as such and grown in these areas.

(o) "Mathia" means cotton recognised as such and grown in the Rajkot division of the Gujarat State. It includes uncertified "Pratap" and "Sanjay" (CJ 73)".

(p) "Mungari" means cotton recognised as such and grown in Bellary, Richur and Gulbarga districts of Mysore State and in the Anantapur, Cuddapah and Kurnool (except Cumbum and Markapur talukas) districts and Gadhwal and Alampur talukas of Mehboobnagar district of Andhra Pradesh.

(q) "Buri American" means cotton recognised as such and grown in the Vidarbha region of Maharashtra State, Madhya Pradesh, Kotah (except Jhalawar district), Udaipur and Ajmer divisions of Rajasthan, and includes "Buri 107", "C Indore 1", "C Indore 2", and "Udaipur American", provided the areas in which the cotton is grown are protected under Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It also includes uncertified "Buri 0394", recognised as such and grown in the Vidarbha region of Maharashtra State and Madhya Pradesh and uncertified "A-51-9" (Narmada) grown outside the Nimar cotton zone of Madhya Pradesh comprising East and West Nimar districts and Kukshi and Manawar tehsils of Dhar district notified as controlled area under the Madhya Pradesh Cotton Control Act, 1954, and "C.T. 1-4-121" (Badnawar 1) recognised as such and grown in Madhya Pradesh. It further includes "Parbhani American" cotton recognised as such and grown in Adilabad, Utnoor and Boath talukas of Adilabad district of Andhra Pradesh and Islapur circle of Nanded district and Ahmednagar and Marathawada district of Maharashtra State.

(r) "L-147 means cotton recognised as such (known also as Buri L-147) and grown in the Vidarbha region and Jalgaon district and Kinwat Taluka of Nanded district of Maharashtra State, Adilabad district of Andhra Pradesh and Madhya Pradesh and includes "A-51-9" (Narmada) grown in the Nimar cotton zone of Madhya Pradesh comprising East and West Nimar districts and Kukshi and Manawar tehsils of Dhar district notified as controlled area under the Madhya Pradesh Cotton Control Act, 1954. It also includes certified "Buri 0394" recognised as such and grown in the Vidarbha region of Maharashtra State and Madhya Pradesh and certified "A51-9" (Narmada) and certified "CT-1-4-21" (Badnawar-1) recognised as such and grown outside the above controlled area in Madhya Pradesh".

(s) "Gaorani 6 and 12" means cotton recognised as such and grown in Nanded (excluding Kinwat taluka and Islapur circle), Parbhani and Osmanabad districts and Kannod and Bhokardan talukas of Aurangabad district and Ahmednagar district, Bhir district of Maharashtra State, Bidar and Gulbarga district of Mysore State and Adilabad (Nirmal Taluka and Mudhol, Bainsa and Kuber circles) and Medak (Jahirabad and Narayankhed talukas), districts of Andhra Pradesh provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923) or any corresponding Act. It includes "Daulat" (2204), "G. 22", "G. 46", "1494" grown in these areas. It further includes "Nandyal 14" "Nandicum" and "Gaorani 6" (Umri) grown in the Kurnool district of Andhra Pradesh.

(t) (1) "Cambodia (A)" means cotton recognised as Rajapalayam or "M.C.U.I" grown in Madras State and includes "9030G". It also includes "M.C.U. 2" grown as summer crop in Ramanathapuram, Madurai and Tirunelveli districts of Madras State. It further includes "Indo-American 170-CO2" and "134-CO2M" grown in the States of Gujarat and Maharashtra and 170-CO2 grown in Bijapur and Belgaum districts of Mysore State.

(1) The prices specified for these varieties in schedule 'A' would apply if they are of the staple length of 1-1/32" and over and if they are (a) certified by the State Department of Agriculture (b) "Agmarked" under the Cotton Grading and Marketing Rules, 1939 indicating the varietal purity or (c) certified by the East Indian Cotton Association, Bombay or by the Certification Officer, duly authorised in this respect by the Director of Agriculture under the Superior Cotton Certification Scheme in Madras State with the right of appeal to the Committee specified in Schedule 'B' as having a staple length of 1-1/32" and above.

(ii) No cotton stapling below 1-1/32" will be recognised as coming under the varieties mentioned in the above clause (t) (1).

(2) "Cambodia (B)" means cotton recognised as such and includes certified or "Agmarked" Cambodia "CO2" and "CO4", "M.A.5" and "LL 54" and uncertified "J34-CO2M", "170-CO2", "M.C.U.1", "M.C.U.2" and "1030G" grown in the States of Madras, Gujarat, Maharashtra, Mysore, Punjab and Ganganagar district of Rajasthan.

(3) "Cambodia (C)" means cotton recognised as such and includes all Cambodias grown in the States of Madras, Andhra Pradesh, Mysore, Karala, (Palghat district), Maharashtra, Gujarat Madhya Pradesh. It also includes, "K. 6 (Pandyam)" if recognised as such and also certified by the Certification Officer duly authorised in this behalf by the Director of Agriculture under the Superior Cotton Certification Scheme in Madras State.

(u) "Sea Island (Andrews)" means cotton recognised as such and grown in Kozhikode, Palghat and Trichur districts and other coastal parts of Kerala State, South Kanara district and other coastal parts including the Malnad area of the Mysore State and States of Madras and Andhra Pradesh. It includes hybrid cotton grown in Gujarat State.

11. Ad Hoc Committee.—The Committee specified in Schedule 'B' shall be the Committee to which the final appeal may lie in respect of questions regarding the quality of cotton and prices. Any cotton not coming under any of the above description will be submitted to the Ad Hoc Committee for classification for fixing the minimum and maximum prices. In case of references for fixing the minimum and maximum price of any cotton, on the basis of certificates issued for staple, grade and/or description by the Zonal Committee or the East India Cotton Association Ltd., Bombay, the Ad Hoc Committee may, if necessary, require the actual samples to be produced before it for a re-survey before fixing such minimum and maximum prices. On the basis of such re-survey it may give its award on staple, grade and/or description of the cotton and such award shall be final irrespective of any classification thereof made by the Zonal Committee or the East India Cotton Association Ltd., Bombay.

12. Restrictions and conditions on contract.—The contracts for the sale or purchase of Indian cotton produced during the cotton season 1963-64 shall be subject to the following restrictions and conditions:—

(a) No person shall enter into a contract for the sale or purchase of cotton at a price less than the minimum price or more than the maximum price as fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1955, in respect of Indian cotton produced during the cotton season 1963-64 as applicable to the subject-matter of the contract having regard to the place of delivery thereunder.

(b) No person shall enter into a contract for sale with an overseas buyer for the purposes of export unless he holds a valid export licence:

Provided, however, that where the Joint Chief Controller of Imports and Exports so permits by way of Trade Notice a person may enter into a contract of sale with an overseas buyer for the purpose of export without holding a valid export licence but subject always to the terms and conditions of such Trade Notice.

(c) Every contract in which final price is not named shall be construed as if the following clause was inserted therein, viz:—

"The prices payable shall be within the range of the minimum and the maximum prices fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1955, in respect of Indian cotton produced during the cotton season 1963-64."

SCHEDULE

(Figures in brackets indicate the approximate price in

Description of cotton season 1963-64	Basic staple length in inches	Basic minimum price per quintal of 100 Kgs.	Basic maximum price per quintal of 100 Kgs.	"OFF" and "ON" Allowances for class	
				Good	Fully good
1	2	3	4	5	6
		Rs.	Rs.		
Moglai Jarilla 25/32"		197.20 (702)	266 (947)	..	4 (14.22)
Vidarbha M.P. 197.3 27/32"		212.20 (755)	283 (1006)	..	4 (14.22)
Khandesh Virnar 197/3 28/32"		221.20 (787)	299 (1065)	..	4 (14.22)
Digvijay 'A' 28/32"		244.20 (869)	328 (1167)	..	4 (14.22)
Digvijay 'B' 26/32"		201.20 (715)	295 (1051)	..	4 (14.22)
Surti 29/32"		252.20 (896)	340 (1210)	..	4 (14.22)
Punjab American 320F RGD. 27/32"		231.20 (823)	302 (1075)	..	4 (14.22)
Punjab American 320H SGD 27/32"		242.20 (862)	316 (1125)	..	4 (14.22)
Punjab American 216F RGD. 28/32"		238.20 (850)	329 (1170)	..	4 (14.22)
Punjab American 216F SGD. 28/32"		260.20 (926)	343 (1220)	..	4 (14.22)
Westerns 26/32"		208.20 (741)	286 (1018)	..	4 (14.22)
Karunganni 28/32"		236.20 (840)	315 (1120)	..	4 (14.22)
Uholeras 24/32"		194.20 (691)	257 (915)	..	4 (14.22)
Pratap **24/32"		191.20 (680)	254 (905)	..	4 (14.22)
Bengal Deshi		171.20 (609)	230* (819)	14 (49.79)	7 (24.89)
Oomras 20/32"		185.20 (659)	237 (845)	..	4 (14.22)
Mathia & Mungari		175.20 (623)	232 (826)	..	4 (14.22)
Buri American. 99/32"		258.20 (919)	327 (1164)	..	4 (14.22)
L.147 31/32"		273.20 (972)	355 (1264)	..	4 (14.22)
Gaorani 6 & 12 28/32"		235.20 (839)	315 (1122)	..	4 (14.22)
Kalyan 25/32"		197.20 (702)	280 (997)	..	4 (14.22)
Jayadhar 28/32"		236.20 (843)	318 (1132)	..	4 (14.22)
Laxmi 29/32"		261.20 (930)	343 (1219)	..	4 (14.22)
Cambodia 'A' 1-1/32		327.20 (1165)	415 (1475)	..	4 (14.22)
Cambodia 'B' 1"		284.20 (1011)	372 (1325)	..	4 (14.22)
Cambodia 'C' 30/32"		266.20 (948)	347 (1236)	..	4 (14.22)

*Certified Rani-ben (UP-1) cotton if recognised as such will be entitled to a premium of Rs.

**Certified "Sanjay" recognised as such and possessing a staple length of not less than 13/16"

DULE "A"

Rupees per candy of 784 lbs.)

other than basic class in Rupees			"OFF" Allow- ances for staple below basic staple in Rs.		"ON" Allowances for staple above basic staple in Rupees.				
Fine	Super fine	Extra Super fine	2/32"	1/32"	1/32"	2/32"	3/32"	4/32"	5/32"
7	8	9	10	11	12	13	14	15	16
Basis	4	8	11	6	6	13	20	..	..
	(14·22)	(28·45)	(39·17)	(21·34)	(21·34)	(46·23)	(71·12)	..	..
"	4	8	12	6	7	14	22	..	..
	(14·22)	(28·45)	(42·74)	(21·34)	(24·89)	(49·79)	(78·22)	..	..
"	4	8	13	7	7	18	..	..	..
	(14·22)	(28·45)	(46·23)	(24·89)	(24·89)	(64·01)	..	..	..
"	4	8	12	6	11	17	..	..	..
	(14·22)	(28·45)	(42·74)	(21·34)	(39·12)	(60·46)	..	..	..
"	4	8	11	6	7	14	23	..	..
	(14·22)	(28·45)	(39·12)	(21·34)	(24·89)	(49·79)	(81·79)	..	..
"	4	8	19	11	7	14	23	..	..
	(14·22)	(28·45)	(67·57)	(39·12)	(24·89)	(49·79)	(81·79)	..	..
"	4	8	13	6	6	13	20	..	..
	(14·22)	(28·45)	(46·23)	(21·34)	(21·34)	(46·23)	(71·12)	..	..
"	4	8	13	6	6	13	20	..	..
	(14·22)	(28·45)	(46·23)	(21·34)	(21·34)	(46·23)	(71·12)	..	..
"	4	8	17	8	11	18	25	34	..
	(14·22)	(28·45)	(60·46)	(28·45)	(39·12)	(64·01)	(88·90)	(120·91)	..
"	4	8	17	8	11	18	25	34	..
	(14·22)	(28·45)	(60·46)	(28·45)	(39·12)	(64·01)	(88·90)	(120·91)	..
"	4	8	13	6	6	13	20	28	..
	(14·22)	(28·45)	(46·23)	(21·34)	(21·34)	(46·23)	(71·12)	(99·57)	..
"	4	8	15	7	7	13	21	29	..
	(14·82)	(28·45)	(53·34)	(24·89)	(24·89)	(46·23)	(74·67)	(103·11)	..
"	4	8	11	6	6	13	..	..	..
	(14·22)	(28·45)	(39·12)	(21·34)	(21·34)	(46·23)	..	..	..
"	4	8	14	7	6	13	20	28	..
	(14·22)	(28·45)	(49·79)	(24·89)	(21·34)	(46·23)	(71·12)	(99·57)	..
"	14	28	..	..	..	..	..	..	..
	(49·79)	(99·57)	..	..	..	..	..	..	..
"	7	13	11	6	6	13	..	..	..
	(24·89)	(46·23)	(39·12)	(21·34)	(21·34)	(46·23)	..	..	..
"	7	13	..	..	..	..	..	..	..
	(24·89)	(46·23)	..	..	..	..	..	..	..
"	4	8	14	7	7	14	..	..	..
	(14·22)	(28·45)	(49·79)	(24·89)	(24·89)	(49·79)	..	..	..
"	4	8	..	10	18	28	45	..	..
	(14·22)	(28·45)	..	(35·50)	(64·01)	(99·57)	(160)	..	..
"	4	8	14	8	6	13	..	..	..
	(14·22)	(28·45)	(49·79)	(28·45)	(21·34)	(46·23)	..	..	..
"	4	8	11	6	6	13	20	..	..
	(14·22)	(28·45)	(39·12)	(21·34)	(21·34)	(46·23)	(71·12)	..	..
"	4	8	13	7	6	13	..	..	..
	(14·22)	(28·45)	(46·23)	(24·89)	(21·34)	(46·23)	..	..	..
"	4	8	19	11	7	14	23	..	..
	(14·22)	(28·45)	(67·57)	(39·12)	(24·89)	(49·79)	(81·79)	..	..
"	4	8	..	..	19	47	65	..	..
	(14·22)	(28·45)	..	..	(67·57)	(169·36)	(229·82)	..	..
"	4	8	..	8	33	51	77	..	..
	(14·22)	(28·45)	..	(23·45)	(117·48)	(180·00)	(279·00)	..	..
"	4	8	18	11	10	18	28	..	..
	(14·22)	(28·45)	(64·01)	(39·12)	(35·50)	(64·01)	(99·57)	..	..

20/- per quintal provided the staple is not below 24/32".

will, however, be entitled to a premium of Rs. 10/- per quintal.

NOTE I.—R.G. means Roller Ginned.
S.G. means Saw Ginned.

NOTE II.—In case of improved varieties of cotton approved by the State Department of Agriculture, if they are certified to have been grown in areas reserved by the Agriculture Department of the State concerned for the purpose of procuring pure seed for sowing and the crop has been duly rogued by removing off type plants, the basic maximum price specified in column (4) above, for the particular description of cotton shall be deemed to be increased by Rs. 14.10 per quintal (Rs. 50 per candy). This increase will also be admissible in respect of 'agmarked' cotton bearing the Red and Green Label (purity not less than 98 per cent). In respect of Cambodia 'A' cotton grown in the Madras State and certified by the Department of Agriculture under the Superior cotton certification Scheme, the maximum price specified in schedule 'A' will be increased by Rs. 14.10 per quintal (Rs. 50 per candy). For 'agmarked' cotton bearing the Black Label (purity not less than 95 per cent), the maximum prices specified in column (4) above shall be deemed to be increased by Rs. 7.05 per quintal (Rs. 25 per candy).

NOTE III.—The prices of Bengal Deshi specified in Schedule 'A' shall be increased by Rs. 9 per quintal (Approximately Rs. 30 per candy) if it is saw-ginned.

NOTE IV.—The prices specified in Schedule 'A' will be reduced for cottons which appear to have been deliberately mixed and/or deliberately watered. In such cases, the minimum and maximum prices shall be reduced by an appropriate amount to be determined by the Committee specified in Schedule 'B' after examining the samples submitted for survey by the buyer or the seller.

NOTE V.—The cotton grown in the districts of Ahmednagar, Poona and Sholapur of Maharashtra State, Bijapur District of Mysore State and Summer Uganda Crop grown in Madras State and which move in the months of July and August will be treated as new crop.

SCHEDULE 'B'

Shri R. G. Saraiya,
C/o M/s. Narandas Rajaram and Co.,
Bombay.

Shri Jehangir P. Patel,
C/o M/s. Patel Cotton Co. Ltd.,
Bombay.

Shri Nariman Contractor,
C/o Messrs. Tata Industries Ltd.,
Bombay.

Shri Pratapsingh Mathuradas,
C/o M/s. Vishnu Laxmi Group of Mills,
Bombay.

Shri Hansraj Jivandas,
C/o M/s. Khimji Vishram & Sons,
Bombay.

Shri Tricumdas Chhabildas,
C/o M/s. Thakersey Moolji Group of Mills,
Bombay.

Shri Manubhai N. Amersey,
C/o Messrs. Amersey Damodar,
Bombay.

Shri R. D. Shah,
Cotton Adviser, Office of the Textile Commissioner,
Bombay.

Shri Dayaljiibhai G. Patel,
Village Talod,
Surat.

A nominee of the Government of Maharashtra.

R. DORAISWAMY,
Textile Commissioner.

NEW DELHI;
The 22nd April, 1963.

ANNEXURE 'A'

Return in respect of purchase, deliveries and stocks of Indian cotton for the fortnight ended in respect of this Notification.

Full Name of the Licence holder.....
Licence No. A.
Address

INSTRUCTIONS

(1) The quantity of cotton to be shown below shall include both the loose ginned cotton and pressed cotton and indicated in metric bales of 180 Kgs. each.

(2) The description of cotton given hereunder should not be altered, and details are to be furnished only for the description of cotton listed below.

(3) The form below should be filled in and submitted to reach the Cotton Statistics Section, Office of the Textile Commissioner, Bombay, not later than the 3rd or 18th of the month as the case may be.

(4) Figures under Columns (3), (4) and (5) shall include those relating to the licence-holder as well as his client.

(5) Column (3) + Column (4) = Column (5) = Column (12) = Column (8) + Column (11).

Serial No.	Description		Actual stocks on the day of the previous fortnight	Actual purchase made during the fortnight	Actual deliveries during the fortnight
1	2		3	4	5
Actual stocks held on the last day of the current fortnight.					
Own A/C			Client's A/C		Total
Unsold	Sold but not delivered	Total	Unsold	Sold but not delivered	Total
6	7	8	9	10	11
					Column (8)+ Column (11)
					12

Details as per Schedule 'A'

TOTAL

I do hereby declare that I have compared the above particulars with the records and books of my office and that they are, in so far as I can ascertain, accurate and complete.

Date

Signature of the licence holder.

ORDER

New Delhi, the 17th April 1963

S.O. 1205.—Whereas the Central Government is of the opinion that there has been or is likely to be, a substantial fall in the volume of production in respect of cotton textiles manufactured in the industrial undertaking known as the Bengal Nagpur Cotton Mills Limited, Rajnandgaon, M.P., for which, having regard to the economic conditions prevailing, there is no justification;

And whereas the Central Government is further of the opinion that the said industrial undertaking is being managed in a manner highly detrimental to the scheduled industry or to public interest;

Now, therefore, in exercise of the powers conferred by section 15 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints, for the purpose of making a full and complete investigation into the circumstances of the case, a body of persons consisting of—

- | | | | |
|---------------------------|----|----|-------------------|
| 1. Shri T. P. Chakravarty | .. | .. | Chairman. |
| 2. Dr. U. Bhattacharya | .. | .. | Member. |
| 3. Shri S. C. Bafna | .. | .. | Member. |
| 4. Shri M. S. Srinivasan | .. | .. | Member-Secretary. |

[No. 10(35)-TEX(A)/62.]

T. S. KUNCHITHAPATHAM, Dy. Secy.

ORDER

New Delhi, the 17th April 1963

S.O. 1206/IDRA/6/1.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rule 5(1) of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Dr. J. P. Chawla, to be a member, till the 14th October, 1964, of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 3150, dated the 15th October, 1962, for the scheduled industries engaged in the manufacture or production of Instruments, Bicycles, and Sewing Machines and directs that the following amendment shall be made in the said Order, namely:—

In the said Order, after entry No. 29 relating to Shri K. J. George, the following entry shall be inserted, namely:—

- "30. Dr. J. P. Chawla,
Director,
Directorate of Technical Development and Production (Air).
Ministry of Defence,
Vayusena Bhavan,
New Delhi."

[No. 1(6)/L. Pr./62.]

S. P. KRISHNAMURTHY, Under Secy.

(Deptt. of Company Law Administration)

New Delhi, the 16th April 1963

S.O. 1207.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby directs that the following amendment shall be made in the notification of

the Government of India in the late Ministry of Finance (Department of Company Law Administration) No. S.R.O. 624, dated the 28th February, 1957, namely:—

In the Schedule to the said Notification, in Part I—General Central Services Class II—under the sub-heading 'Non-Secretariat Offices' for the entries relating thereto, the following entries shall be substituted, namely:—

1	2	3	4
All Gazetted posts	Secretary Department of Company Law Administration.	Secretary Department of Company Law Administration.	All.
All Non-Gazetted posts	Joint Secretary Department of Company Law Administration.	Joint Secretary Department of Company Law Administration.	All.

[No. 5(16)-Admn. II/63.]

New Delhi-1, the 20th April, 1963

S.O. 1208.—Shri P. D. Dalal, Official Liquidator, High Court, Bombay has been granted extension of earned leave for 63 days with effect from 9th March, 1963

[No. PFG(109)-CLA/59.]

P. B. SAHARYA, Under Secy.

(Deptt. of Company Law Administration)

New Delhi, the 18th April, 1963

COST AND WORKS ACCOUNTANTS

S.O. 1209.—In pursuance of clause (b) of Regulation 20 of the Cost and Works Accountants Regulations, 1959, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Commerce and Industry (Department of Company Law Administration) No. S.R.O. 2118 dated the 19th September, 1959, namely:—

In the said Notification for item 9, the following item shall be substituted, namely:—

"9. The Degree Examination of Shreemati Nathibai Damodar Thackersey Indian Women University, Bombay in so far as it relates to persons who pass that examination on completion of the three year course after passing the Matriculation Examination."

[No. 10/4/63-Inst.]

T. S. KANNAN, Under Secy.

(Indian Standards Institution)

New Delhi, the 15th April, 1963

S.O. 1210.—In modification of the rate of marking fee for Metal Clad Switches, notified in the Schedule annexed to the Ministry of Commerce and Industry (Indian Standards Institution) Notification No. S.O. 2212 dated the 1st September 1961, published in the Gazette of India, Part III Section 3—Sub-section (ii), dated 16th September 1961, the Indian Standards Institution hereby notifies that the marking fee per unit for Metal Clad Switches, details of which are given in the

Schedule hereto annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1 April 1963.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of relevant Indian Standard	Unit	Marking fee per Unit as revised
1	Metal Clad Switches	IS:1567-1960 Specification for Metal Clad Switches (Current rating not exceeding 100 amperes).	One Switch	10 nP. per unit for the first 50,000 units for less with a minimum of Rs. 2,000.00 for production during a calendar year; 5 nP per unit for the 50001st unit and above.

[No. MD/18:2]

New Delhi, the 18th April, 1963

S.O.1211—In pursuance of the provisions of sub-rule (2) of rule 3 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Indian Standards given in the Schedule hereto annexed have been established during the quarter ending 31 March 1963.

THE SCHEDULE

Sl. No.	No. of Indian Standard	Title of Indian Standard
1	IS : 119—1962	IS : 119—1962 Specification for Ready Mixed Paint Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colours. <i>Class A</i> No. 218 Grass Green No. 220 Olive Green No. 222 Light Bronze Green No. 223 Middle Bronze Green No. 224 Deep Bronze Green No. 267 Traffic Green No. 284 India Green <i>Class B</i> No. 221 Brilliant Green No. 225 Light Brunswick Green No. 226 Middle Brunswick Green No. 227 Deep Brunswick Green (<i>Revised</i>)
2	IS : 120—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colours. No. 537 Signal Red No. 538 Post Office Red No. 540 Crimson No. 541 Maroon No. 570 Traffic Red No. 574 India Saffron (<i>Revised</i>)
3	IS : 121—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colour No. 414, Golden Brown (<i>Revised</i>)
4	IS : 122—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes to Indian Standard Colours No. 411 Middle Brown No. 412 Dark Brown No. 413 Nut Brown (<i>Revised</i>)

SL No.	No. of Indian Standard	Title of Indian Standard
5	IS: 123—1962	Specification for Ready Mixed Paints, Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colours. No. 445 Venetian Red No. 446 Red Oxide No. 448 Deep Indian Red No. 449 Light Purple Brown No. 451 Chocolate No. 473 Gulf Red and Red Oxide (Colour Unspecified) (<i>Revised</i>)
6	IS: 124—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colour No. 105, Oxford Blue (<i>Revised</i>)
7	IS: 125—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes, to Indian Standard Colour No. 106, Navy Blue (<i>Revised</i>)
8	IS: 126—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Exterior, Semi-Gloss, for General Purposes to Indian Standard Colour No. 671, Middle Graphite and Dark Graphite (<i>Revised</i>)
9	IS: 127—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Exterior, Semi-Gloss, for General Purposes, White (<i>Revised</i>)
10	IS: 128—1962	Specification for Ready Mixed Paint, Brushing, Finishing, Semi-Gloss, for General Purposes, Black (<i>Revised</i>)
11	IS: 278—1962	Specification for Galvanized Steel Barbed Wire for Fencing (<i>Revised</i>)
12	IS: 319—1962	Specification for Free Cutting Brass Rods and Sections (<i>Revised</i>)
13	IS: 361—1962	Specification for Normal Butyl Alcohol, Technical (<i>Revised</i>)
14	IS: 364—1962	Specification for Fanlight Catch (<i>Revised</i>)
15	IS: 385—1962	Specification for Liquid Driers for Paints (<i>Revised</i>)
16	IS: 386—1962	Specification for Liquid Driers, Concentrated, for Paints, (<i>Revised</i>)
17	IS: 482—1962	Specification for Reels for Covered, Solid, Round Electrical Winding Wire (<i>Revised</i>)
18	IS: 514—1962	Specification for Mercerized Cotton Fabric, Grade 1, for Aircraft (<i>Revised</i>)
19	IS: 596—1962	Specification for Mercerized Cotton Fabric for Gliders (<i>Revised</i>)
20	IS: 598—1962	Specification for Mercerized Cotton Fabric, Grade 2 for Aircraft (<i>Revised</i>)
21	IS: 612—1962	Specification for Roasted Chicory Powder
22	IS: 657—1962	Specification for Use in the Manufacture of Magnesium Oxychloride Flooring Compositions (<i>Revised</i>)
23	IS: 658—1962	Code of Practice for Magnesium Oxychloride Composition Floors (<i>Revised</i>)
24	IS: 714—1962	Specification for Cotton Reinforcing Tape for Aircraft (<i>Revised</i>)
25	IS: 732—1963	Code of Practice for Electrical Wiring Installations (System Voltage Not Exceeding 650 Volts) (<i>Revised</i>)
26	IS: 775—1962	Specification for Brackets and Supports for Wash Basins and Sinks (<i>Revised</i>)
27	IS: 782—1962	Specification for Caulking Lead (<i>Revised</i>)

Sl. No.	No. of Indian Standard	Title of Indian Standard
28	IS : 838—1962	Specification for Tin Rollers for Cotton Ring Spinning Frame
29	IS : 1049—1962	Specification for Alcohol, Perfumery, Grade (<i>Revised</i>)
30	IS : 1052—1962	Specification for Dieldrin, Technical (<i>Revised</i>)
31	IS : 1054—1962	Specification for Dieldrin Emulsifiable Concentrates (<i>Revised</i>)
32	IS : 1231—1962	Dimensions of Three-Phase Foot-Mounted Induction Motors (<i>Revised</i>)
33	IS : 1341—1962	Specification for Steel Butt Hinges (<i>Revised</i>)
34	IS : 1362—1962	Dimensions for Screw Threads for General Purposes (Diameter Range 1.6 to 39 mm) (<i>Revised</i>)
35	IS : 1472 (Part II)—1962	Methods of Sampling Ferro-Alloys, Part II
36	IS : 1650—1960	Colours for Building and Decorative Finishes
37	IS : 1892—1962	Code of Practice for Site Investigations for Foundations
38	IS : 1893—1962	Recommendations for Earthquake Resistant Design of Structure
39	IS : 1989—1962	Specification for Miners' Boots and Shoes
40	IS : 1999—1962	Methods of Sampling Bauxite
41	IS : 2032 (Part III)—1962	Graphical Symbols Used in Electrotechnology Part III Circuit Elements and Variability
42	IS : 2051—1962	Methods for Sampling of Leather Footwear
43	IS : 2068—1962	Specification for Cotton Covered Rectangular Copper Conductors
44	IS : 2071—1962	Methods of High Voltage Testing
45	IS : 2078—1962	Method for Tensile Testing of Grey Cast Iron
46	IS : 2101—1962	Recommendations for Limits and Fits for Sizes above 500 mm Up to 3 150 mm
47	IS : 2108—1962	Specification for Blackheart Malleable Iron Castings
48	IS : 2109—1962	Methods of Sampling Dolomite, Limestone and Other Allied Materials
49	IS : 2111—1962	Specification for Snuff
50	IS : 2114—1962	Code of Practice for Laying In-Situ Terrazzo Floor Finish
51	IS : 2115—1962	Code of Practice for Flat Roof Finish : Mud Phuska
52	IS : 2121—1962	Specification for Fittings for Aluminium and Steel Cored Aluminium Conductors for Overhead Power Lines
53	IS : 2133—1962	Specification for Wooden Tent Pins
54	IS : 2142—1962	Specification for Bromine, Technical
55	IS : 2147—1962	Degrees of Protection Provided by Enclosures for Low-Voltage Switchgear and Controlgear
56	IS : 2148—1962	Specification for Flameproof Enclosures of Electrical Apparatus
57	IS : 2155—1962	Specification for Rivets for General Purposes (Below 12 mm Diameter)
58	IS : 2158—1962	Specification for Handloom Viscose Staple Fibre Lun-gies, Striped or Checked
59	IS : 2162—1962	Dimensions for Carbide Tips for Single Point Turning Tools
60	IS : 2164—1961	Method for Calculation of Bulk Quantities of Petroleum and Liquid Petroleum Products

Sl. No.	No. of Indian Standard	Title of Indian Standard
61	IS : 2168—1962	Specification for Pomfret Canned in Oil
62	IS : 2171—1962	Specification for Portable Fire Extinguishers, Dry Powder Type
63	IS : 2174—1962	Specification for Reinforced Concrete Dust Bins
64	IS : 2175—1962	Specification for Heat Sensitive Fire Detectors
65	IS : 2177—1962	Method for Quantitative Chemical Analysis of Mixtures of Cellulose Triacetate and Secondary Cellulose Acetate Fibres
66	IS : 2178—1962	Specification for Timber for Use in Aircraft Propeller Construction
67	IS : 2179—1962	Specification for Timber for Lorry Bodies
68	IS : 2180—1962	Specification for Heavy-Duty Burnt Clay Building Bricks
69	IS : 2182—1962	Recommendation for Symbols to be Given on Indication Plates of Machine Tools
70	IS : 2184—1962	Tables for Volume of Round Timber Logs
71	IS : 2185—1962	Specification for Load Bearing Hollow Concrete Blocks
72	IS : 2187—1962	Specification for Worsted Socks
73	IS : 2188—1962	Methods of Test for Paper for Electrical Purposes
74	IS : 2189—1962	Code of Practice for Automatic Fire Alarm System
75	IS : 2190—1962	Code of Practice for Selection, Installation and Maintenance of Portable First-Aid Fire Appliances
76	IS : 2191—1962	Specification for Wooden Flush Door Shutters (Cellular and Hollow Core Type)
77	IS : 2192—1962	Specification for Mouldboard Plough, Turnwrest Type
78	IS : 2193—1962	Specification for Prestressed Concrete Street Lighting Columns
79	IS : 2196—1962	Specification for Linen Sewing Thread for Aeronautical Purposes
80	IS : 2197—1962	Specification for Braided (Plaited) Linen Cord for Aeronautical Purposes
81	IS : 2198—1962	Specification for Flax Webbing for Aircraft Safety Belt and Harnesses
82	IS : 2202—1962	Specification for Wooden Flush Door Shutters (Solid Core Type)
83	IS : 2203—1962	Specification for Wooden Cross Arms
84	IS : 2204—1962	Code of Practice for Construction of Reinforced Concrete Shell Roof
85	IS : 2207—1962	Specification for Handloom Printed Silk Series
86	IS : 2208—1962	Specification for HBC Cartridge Fuse-Links Upto 650 V
87	IS : 2209—1962	Specification for Mortice Locks (Vertical Type)
88	IS : 2211—1962	Specification for Anhydrous Sodium Thiosulphate, Photographic Grade
89	IS : 2212—1962	Code of Practice for Brickwork
90	IS : 2213—1962	Methods of Sampling of Thermosetting Moulding Materials
91	IS : 2214—1962	Specification for Silver Nitrate, Technical and Analytical Reagent
92	IS : 2216—1962	Specification for Tennis Balls
93	IS : 2218—1962	Speeds for Machine Tools

Serial No.	No. of Indian Standard	Title of Indian Standard
94	IS: 2219—1962 . . .	Feeds for Machine Tools
95	IS: 2220—1962 . . .	Specification for Steel Straightedges
96	IS: 2221—1962 . . .	Methods of Test for Aminoplastic Moulding Materials
97	IS: 2222—1962 . . .	Specification for Burnt-Clay Perforated Building Bricks
98	IS: 2223—1962 . . .	Dimensions of Flange Mounted AC Induction Motors
99	IS: 2224—1962 . . .	Speci cation for Nylon Sheer
100	IS: 2225—1962 . . .	Specification for Nylon Dress Material
101	IS: 2226—1962 . . .	Specification for Mouldboard Plough, Fixed Type
102	IS: 2230—1962 . . .	Specification for Dye, Methylene Blue, for Ink Industry
103	IS: 2231—1962 . . .	Method of Grading Hand-Made Wool Carpets
104	IS: 2232—1962 . . .	Specification for Slotted and Castle Nuts
105	IS: 2233—1962 . . .	Specification for Straightedges for Drawing Office Use
106	IS: 2235—1962 . . .	Specification for Cheese Vats
107	IS: 2236—1962 . . .	Specification for Prawns (Shimp) Canned in Brine
108	IS: 2237—1962 . . .	Specification for Frozen Prawns (Shrimp)
109	IS: 2238—1962 . . .	Specification for Transplanting Spade and Seprang
110	IS: 2239—1962 . . .	Specification for Wheat Bran
111	IS: 2240—1962 . . .	Specification for Vegetable Tanned Leather Belting for Power Transmission
112	IS: 2241—1962 . . .	Specification for Round Leather Belting for Small Machines
113	IS: 2242—1962 . . .	Specification for Ice Chambers for 40 and 50-Litre Milk Cans
114	IS: 2245—1962 . . .	Methods of Sampling Quartzite
115	IS: 2252—1962 . . .	Specification for Diacetone Alcohol
116	IS: 2255—1962 . . .	Specification for Mild Steel Wire Rod for the Manufacturer of Machine Screws (By Cold Heading Process)
117	IS: 2256—1962 . . .	Specification for Ammonium Sulphate Nitrate
118	IS: 2264—1963 . . .	Preferred Frequencies for Acoustical Measurements
119	IS: 2265—1963 . . .	Specification for Galvanized steel Wire Strand for Signalling Purposes.
120	IS: 2269—1963 . . .	Specification for Hexagon Socket Head Cap Screw
121	IS: 2275—1963 . . .	Grades of Platinum
122	IS: 2281—1963 . . .	Method for Calibration of Brinell Hardness Testing machines

[No. MD/13:3.]

D. V. KARMARKAR,

Head of the Certification Marks Division